

FRANCHISE DISCLOSURE DOCUMENT



Buff City Soap Franchising, LLC
(a Delaware Limited Liability Company)
5294 Beltline Road, Suite 100
Dallas, Texas 75254
1-844-283-2489
franchise@buffcitysoap.com
www.buffcitysoap.com

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 to our patrons (each, a BCS Makery” or “Makery”). The total investment necessary to begin operation of a franchised Makery ranges from \$~~427,783~~395,427 to \$~~1,078,424~~1,278,424. This includes between \$80,800 and \$188,500 that must be paid to the franchisor or affiliate. ~~If you own and operate at least 25 Makeries and are in good standing, you can seek our written consent to operate a location to produce, distribute, and sell Proprietary Products and Retail Products to other Buff City Soap®-branded Makery (“Commissary”). The total investment necessary to begin operation of a Commissary ranges from \$103,041 to \$494,000. This includes between \$56,000 and \$100,000 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 \$~~452,783~~420,427 to \$~~1,103,424~~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 Lisa Chiono at Buff City Soap Franchising, LLC, 5294 Beltline Road, Suite 100, Dallas, Texas 75254, via email at franchise@buffcitysoap.com or by phone at 1-844-283-2489.

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 ~~September 29~~June 27, 2023~~2024~~

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I .
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Buff City Soap business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What is it like to be a Buff City Soap franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, which requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in **Exhibit G**.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the Disclosure Document Addenda. See the Table of Contents for the location of the Disclosure Document Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the Franchisor by arbitration, mediation or litigation in Texas, Out-of-state arbitration, mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate, mediate or litigate with the franchisor in Texas than in your own state.
2. **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.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

FOR THE STATE OF MICHIGAN

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

- (A) A prohibition on the right of a franchisee to join an association of franchisees.
- (B) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protection provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

(K) Despite subparagraph (F) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement and Area Development Agreement. We believe that subparagraph (F) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY
GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
THE OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE DEPARTMENT
670 LAW BLDG.
LANSING, MICHIGAN 48913
(517) 373-7117.

TABLE OF CONTENTS

	<u>Page</u>
<u>ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES</u>	1
<u>ITEM 2 BUSINESS EXPERIENCE</u>	5
<u>ITEM 3 LITIGATION</u>	6
<u>ITEM 4 BANKRUPTCY</u>	6
<u>ITEM 5 INITIAL FEES</u>	7
<u>ITEM 6 OTHER FEES</u>	8
<u>ITEM 7 ESTIMATED INITIAL INVESTMENT</u>	15
<u>ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES</u>	20
<u>ITEM 9 FRANCHISEE'S OBLIGATIONS</u>	25
<u>ITEM 10 FINANCING</u>	26
<u>ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING</u> 26	34
<u>ITEM 12 TERRITORY</u>	37
<u>ITEM 13 TRADEMARKS</u>	38
<u>ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION</u>	39
<u>ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE</u> BUSINESS	40
<u>ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL</u>	41
<u>ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE</u> RELATIONSHIP	48
<u>ITEM 18 PUBLIC FIGURES</u>	49
<u>ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS</u>	50
<u>ITEM 20 OUTLETS AND FRANCHISEE INFORMATION</u>	56
<u>ITEM 21 FINANCIAL STATEMENTS</u>	56
<u>ITEM 22 CONTRACTS</u>	56
<u>ITEM 23 RECEIPT</u>	56

Exhibits

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 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	Commissary Amendment
Exhibit K <u>J</u>	Training Liability Waiver
Exhibit L <u>K</u>	State Effective Dates and Receipt Pages

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, we will use the words “we,” “us” and “our” when referring to Buff City Soap Franchising, LLC (the Franchisor) and the words “you” and “your” when referring to the individual or legal entity which buys a Buff City Soap franchise (the Franchisee). The words “you” and “your” do not include any individual or business entity which owns an interest in you. We will require all individuals and business entities that own an interest in you to guarantee your obligations to us.

Franchisor, Parent, and Affiliates

We are a Delaware limited liability company formed on May 7, 2018. We are a wholly owned subsidiary of Buff City Soap Holdings, LLC, a Delaware limited liability company (“Holdings”). We and Holdings share our principal business address, 5294 Beltline Road, Suite 100, Dallas, Texas 75254. We do business under the trade and service marks Buff City Soap® and related trademarks, service marks and logos listed in Item 13 (collectively, the “Marks”). We are an indirect, wholly owned subsidiary of Buff City Soap InvestCo, LLC, a Delaware limited liability company which was formed on May 26, 2021 (“BCS InvestCo”). Prior to May 26, 2021, BCS InvestCo was a Texas limited liability company. BCS InvestCo acquired the Buff City Soap franchise system on November 25, 2019. BCS InvestCo shares our principal business address. We do not offer franchises in any other line of business. You are not required to purchase or lease anything from BCS InvestCo or Holdings. Neither BCS InvestCo nor Holdings have offered, nor currently offer franchises in any line of business.

Buff City Soap Supply, LLC, a Delaware limited liability company (“BCS Supply”), was formed on May 7, 2018, and is an indirect subsidiary of BCS InvestCo. BCS Supply supplies and distributes certain products to our franchisees and affiliate owned Makeries. BCS Supply shares our principal business address. You are required to purchase or lease certain products and supplies from BCS Supply. BCS Supply has not and currently does not offer franchises in any line of business.

Buff City Soap LLC, a Delaware limited liability company (“BCS”) was formed on May 7, 2018, and is an indirect subsidiary of BCS InvestCo. BCS shares our principal business address. You are not required to purchase or lease anything from BCS. BCS has not and currently does not offer franchises in any line of business.

Gift Card Services, LLC, a Tennessee limited liability company (“BCS Gift”), was formed on May 8, 2023, and is an indirect subsidiary of BCS InvestCo. You are not required to purchase or lease anything from BCS Gift. BCS Gift has not and currently does not offer franchises in any line of business.

Buff City Soap Services, LLC, a Delaware limited liability company (“BCS Services”) was formed on April 17, 2020, and is an indirect subsidiary of BCS InvestCo. BCS Services currently administers our gift card program, which is currently being transitioned to BCS Gift. BCS Services shares our principal business address. You are not required to purchase or lease anything from BCS Services. BCS Services has not and currently does not offer franchises in any line of business.

Agent for Service of Process

The names and addresses of our agents for service of process appear on Exhibit G to this Disclosure Document.

Prior Business Experience

We do not operate and have never operated a BCS Makery. We conduct no business activities other than franchising. We have offered BCS Makery retail franchises in the United States since May 2018. BCS previously offered licenses of the Buff City Soap Marks (defined below) and intellectual property to third parties who operated Makeries (the “Licensed Makeries”). The license agreements for the operation of the Licensed Makeries were assigned to us in the reorganization described above.

The Business and Franchise We Offer

We offer franchises to qualified individuals and entities to develop and operate a Buff City Soap® retail shops 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 to our patrons (a “BCS Makery” or a “Makery”). Our products are targeted to both male and female consumers and consumers in adolescence through late adulthood. Our body products are made with our proprietary formulas and include our signature base products, scents, and colorants, all of which must be purchased from us or BCS Supply and must be made, offered and sold according to our System Standards (defined below). Our Makeries follow a custom designed prototype which features a modular footprint and an adaptable layout. Each Makery incorporates a signature decor scheme with a furniture and fixture package developed to optimize product display, and our unique shopping experience. Most of our body products are produced on the premises of the BCS Makery at the Soap Makery™ (the designated area within the BCS Makery where on-site soap making occurs), allowing customers the opportunity to observe the production of the products. A BCS Makery offers customers the opportunity to customize some products to their own scent and color preferences. A BCS Makery also offers on-premises private parties (for both children and adults) and soap making classes to increase the revenue opportunities at each location.

A typical BCS Makery occupies approximately 1,500 to 4,000 square feet of space that may be either owned or leased from a third party and is located in Class A anchored retail locations. All BCS Makeries are constructed to our specifications as to size, layout, décor and the like. BCS Makeries are typically located in metropolitan, urban, rural and tertiary markets. Locations in proximity to high traffic areas are desirable. A BCS Makery may be located either in a freestanding building or in an in-line retail plaza space, but, in any event, ample parking, good visibility and availability of prominent signage are a necessity. Preferred locations for BCS Makeries are strip shopping centers and power centers with a mixture of complimentary retailers to drive traffic to the location.

BCS Makeries operate under the Marks, plus designs, artwork, trade dress, commercial symbols and e-names, all of which gained and continue to gain public acceptance and goodwill. We may in the future create and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of the BCS Makeries.

BCS Makeries operate in accordance with our “System,” which means and includes our BCS Makery layouts, identification schemes (collectively, the “Trade Dress”), our specifications for equipment, inventory and accessories; our website or series of websites for the promotion of the Buff City Soap brand and BCS Makeries (the “System Website”); our relationships with vendors’ our software and computer programs; our product formulations and product lines that we have or may develop; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules and requirements (“System Standards”), set out in our brand standards manuals (the “Manuals”) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

You may purchase a Buff City Soap franchise to develop and operate one BCS Makery at a mutually agreed upon site within an area that we will specify (the “Designated Area”) in a franchise agreement (the “Franchise Agreement”) that we and you will execute. Our current form of Franchise Agreement is included in this disclosure document as Exhibit A.

We also offer qualified candidates the right to develop more than one BCS Makery (each, a “Developer”) by entering into an Area Development Agreement (“Development Agreement”) with us. Developers will be provided an agreed upon protected territory in which they will be required to open and operate an agreed number of BCS Makery locations during an agreed period based upon a precise development schedule for opening Makeries. The Development Agreement is not a franchise agreement. During the term of the development schedule, you will be required to sign the form of franchise agreement we then offer, which may differ from the current form of Franchise Agreement included in this disclosure document, in connection with developing each BCS Makery. We reserve the right to offer and sell only the rights to develop multiple BCS Makeries within certain markets where we determine that the Buff City Soap customers in the market will be best served by BCS Makeries owned and operated by a single franchisee.

~~If you own and operate 25 or more BCS Makeries you can seek our written consent to produce, sell and distribute Retail Products to other Buff City Makeries as specified by us (“Commissary”). If we grant you the right to do so you must sign the Commissary Amendment attached to this disclosure document as Exhibit J and comply with the following conditions: (i) the Commissary shall be dedicated to storing the Proprietary Products purchased from Buff City Supply and producing and distributing the Retail Products, (ii) the Commissary shall not be shared with any other party or related party businesses, (iii) the Commissary shall not perform manufacturing, production or fulfilment services for any other products, and (iv) the Commissary shall not be relocated without the prior written consent of Franchisor. In addition, you must pay us a royalty fee and operate the Commissary in accordance with our specifications, standards and operating procedures as are provided for in your Franchise Agreement, the Manuals or otherwise in writing by us.~~

~~The Commissary shall be constructed, equipped and maintained in accordance with all applicable federal, state and local laws (including all certifications and licenses for disposal of certain waste products which are deemed hazardous under applicable laws) and in accordance with Franchisor’s standards and specifications as prescribed from time to time.~~

Market and Competition

The consumer market for a BCS Makery is highly competitive, generally mature and well developed. However, we believe that the segment of the soap and retail body products market targeted by us is still relatively unique and growing rapidly. We believe that the “experiential entertainment” provided to Buff City Soap customers as well as the quality of products offered by us will differentiate a BCS Makery in the marketplace and may provide a significant advantage over other soap and retail body products shops.

You will compete with national, regional and local retailers including company owned and franchised chains as well as independently owned personal care, soap and body product focused businesses. You may also compete with other Makeries owned by us, affiliate-owned or franchisee-owned locations outside the Protected Area. Some competitors may be larger and have more financial resources than us. Some competitors may have stronger name recognition than us. Some may be privately held or publicly held entities.

The soap and retail body products market is not considered seasonal, although BCS Makeries sales may increase during the holiday season consistent with increase in retail sales generally.

Regulations

BCS Makeries sell personal body care products that fall into two regulatory categories: (1) US Food and Drug Administration (“FDA”) regulated cosmetics, and (2) non-FDA regulated consumer products, subject to regulation by the Consumer Products Safety Commission (“CPSC”). Advertising of products may also be subject to regulation and enforcement by the Federal Trade Commission (“FTC”). FDA has mandated certain cosmetic labeling requirements. Cosmetic labels must include: (1) a statement of identity (e.g., lotion); (2) the name and place of business of the manufacturer, packer, or distributor of the cosmetic; (3) a declaration of the net quantity of the product’s contents; and (4) ingredients listed in descending order of predominance. Cosmetics which may be hazardous to consumers when misused must bear, prominently and conspicuously, appropriate label warnings and adequate directions for safe use. Additional specific label warnings or cautions prescribed by regulation may be required for some cosmetics (e.g., aerosol products, children’s bubble bath). The Tariff Act of 1930 requires that all imported articles state on the label the English name of the country of origin. The majority of products offered and sold at BCS Makeries are subject to FDA regulations related to product labeling because they are intended for consumer use as cosmetics and are applied to the body. Personal body care products offered by BCS Makeries intended for consumer use that are not applied to the body are subject to regulation by the CPSC, including, for example, the laundry soaps, soap sleeves, soap dish, and any other non-contact cleaning or related products offered and sold at BCS Makeries. Those non-FDA regulated, general use consumer products must 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. ~~In addition to the regulations set forth above, if you operate a Commissary as further described in Items 6, 7 and 8, you may also have to meet certain standards relating to industry storm water permitting requirements and storage of hazardous chemicals.~~

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

stores, processes or transmits payment cardholder data. For more information see <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.

ITEM 2

BUSINESS EXPERIENCE

Dorvin Lively, Chairman and Chief Executive Officer

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. From October 2017 until January 2020, he served as President and Chief Financial Officer of Planet Fitness in Hampton, New Hampshire.

Enrique Ramirez, President and Chief Financial Officer

Mr. Ramirez has served as our President and Chief Financial Officer since February 2023. 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.

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. She was also Chief Merchandising Officer of Beauty Brands, LLC from December 2012 to December 2018.

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. ~~Prior to this role, Steve Williams served as Chief Information Officer for Boot Barn, Inc. in Irvine, California from August 2012 to June 2017.~~

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, Operations

Ms. Daniel has served as our Sr. Vice president, Operations since January 2023. She served as Vice President, Operations ~~Systems~~ from August 2022 to January 2023 and Consultant, New Store Openings & Training from February 2022 to August 2022. She served as Head of International ~~Operation~~ 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 ~~January~~ 2017 until ~~January 2022~~ 2019.

Daniel Mathews, Sr. Vice President Supply Chain

Mr. Mathews has served as our Senior Vice President of Supply Chain since February 2021. Prior to joining us, Mr. Mathews served as SVP Supply Chain for Truco Enterprises, LP in Carrollton, Texas from June 2019 until March 2021. Prior to this role, he worked as a Vice President of Supply Chain beginning in April 2017.

Lauren Tillman, Vice President of eCommerce

Ms. Tillman has served as our Vice President of eCommerce since April 2023. Prior to joining us, she served as Director, Omnichannel Operations for At Home Group, Inc. in Dallas, Texas from June 2022 until April 2023. She served as Senior Manager, Omnichannel & eCommerce Operations for At Home Group, Inc. in Dallas, Texas from July 2020 until June 2022. From November 2018 until July 2020, she served as Manager, Store Compliance & eCommerce Operations for The Michaels Companies, Inc. in Irving, Texas. ~~She also served as eCommerce Fulfillment Analyst for The Michaels Companies, Inc. from October 2017 until November 2018.~~

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 5

INITIAL FEES

Initial Franchise Fee

When you sign a Franchise Agreement for a Franchised Business, you must pay a non-refundable initial franchise fee of \$50,000 to us. As noted below, you must also pay us 50% of the initial franchise fee for the second and each subsequent BCS Makery you commit to develop under the Development Agreement. The Initial Franchise Fee is considered fully earned and non-refundable when paid.

~~There is no Initial Franchise Fee due for the operation of a Commissary.~~

During the fiscal year ended ~~January 1~~December 31, 2023, we collected Initial Fees ranging between ~~\$12,500~~15,000 and ~~\$50,000~~30,000.

Opening Inventory; Opening Supplies; Smallwares

You must pay our affiliate, BCS Supply, between \$20,000 and \$120,000 for opening inventory, between \$9,000 and \$15,000 for opening supplies, and between \$1,800 and \$3,500 for smallwares for the Franchised Business before you open each BCS Makery. This amount depends on the scale of the opening inventory and is non-refundable once the order is placed.

~~If you are operating a Commissary, you will pay us or our affiliates between \$45,000 and \$85,000 for Opening Inventory and between \$11,000 and \$15,000 for Opening Supplies.~~

Development Fee

As an example, we use the development of a minimum of 2 Makerries to show the fees due to us. When you sign a Development Agreement, you must pay us a non-refundable development fee equal to 100% of the initial franchise fee for the first BCS Makery to be developed (\$50,000) and 50% of the initial franchise fee for each additional BCS Makery (\$25,000 if developing 2 Makerries) to be developed under the Development Agreement. The total Development Fee due for the minimum of 2 Makerries is \$75,000.

When you sign the Franchise Agreement for your first BCS Makery, we will credit a portion of the development fee payment to satisfy the initial franchise fee due under the first Franchise Agreement. When you sign each additional Franchise Agreement under the Development Agreement, you will sign the then-current form of franchise agreement that we offer, which may contain materially different terms. In addition, you will pay us the balance due for the initial franchise fee due under each applicable Franchise Agreement (\$25,000 if developing 2 Makerries), which will be the initial franchise fee minus the applicable portion of the development fee.

For 2 Makerries, you must pay our affiliate, BCS Supply, for the first Makery between \$20,000 and \$120,000 for opening inventory, between \$9,000 and \$15,000 for opening supplies, and between \$1,800 and \$3,500 for smallwares for the Franchised Business before you open each BCS Makery. This amount depends on the scale of the opening inventory and is non-refundable once the order is placed.

The Development Fee and amounts due for opening inventory, opening supplies and smallwares are calculated in the same manner for all franchisees entering into Development Agreements under this offering, but

the actual dollar amount paid may vary depending on the number of BCS Makeries you agree to develop. The Development Fee and all other amounts due are considered fully earned and non-refundable when paid.

ITEM 6
OTHER FEES

Type of Fee (See Note 13)	Amount*	Due Date	Remarks
Royalty Fee (See Note 1)	6% of Net Sales	Currently payable monthly based on the prior calendar month's Net Sales and due on the 15 th of each month	Payment must be made via electronic funds transfer. We reserve the right to modify the due date to every Friday for the preceding week commencing Monday and closing Sunday upon 60 days' prior written notice.
Brand Fund Contribution (See Note 2)	2% of Net Sales	Currently payable monthly based on the prior calendar month's Net Sales and due on the 15 th of each month	Payment must be made via electronic funds transfer. We reserve the right to increase the Brand Fund Contribution upon 60 days' written notice to you, but the Brand Fund Contribution, when combined with the Local Marketing Expenditure requirement, will not exceed 4% of Net Sales for the initial term of your Franchise Agreement. We have the right to modify the due date to every Friday based on Net Sales for the preceding week (commencing on Monday and closing on Sunday) upon 60 days prior written notice to you.
Local Marketing Expenditure (See Note 2)	1% of Net Sales	Payable to vendors as incurred	We have the right to request copies of documentation evidencing your compliance with the Local Marketing Expenditure.
Technology Fee (See Note 3)	The monthly minimum is currently \$500.	Monthly with the Royalty Fee payment	Payment must be made via electronic funds transfer. We reserve the right to modify the Technology Fee upon 60 days' prior written notice to you. We have the right to modify the due date to every Friday to coincide with payment of the Royalty Fee and Brand Fund Contribution. upon 60 days prior written notice to Franchisee.

Type of Fee (See Note 13)	Amount*	Due Date	Remarks
Technology Maintenance, Updates and Upgrades	\$1,000 annually for hardware and \$1,000 biannually for software	Payable to vendors as incurred	This is our estimate of the total annual/biannual cost to you of optional or required maintenance, updating or upgrading of hardware and software. This fee does not cover credit card processing fees.
Loyalty Program Fees (See Note 4)	Currently \$119 per month. We do not currently charge fees to administer the loyalty program above the licensed cost of the program but reserve the right to charge a fee in the future.	Monthly with the Technology Fee payment	Payment is currently made by us to a third-party supplier and must be made via electronic funds transfer.
Gift Card Program (See Note 5)	Issuer expenses multiplied by 105%.	Within 20 days after invoice date.	Service Fees under the Gift Card Program Agreement (Exhibit K to the Franchise Agreement) shall be payable as follows: for each measurement period, which shall be at least quarterly, Issuer shall provide to us an estimate of the Issuer Expenses and other components of the formula by which the Service Fees are determined for the measurement period just ended. —
COMO	Currently \$474 per month	Monthly with the Royalty Fee payment	You may use the COMO communications tool for SMS texting with customers, but you are currently not required to do so. The fee for COMO is payable to us and passed through to the vendor.
Appointeddd	Currently \$21.97 per month	Monthly with the Royalty Fee payment	You are required to use the Appointeddd® tool for your online event scheduling, calendaring, and booking activities. This application allows end users to view Makery event availability and manage bookings online. The fee for Appointeddd is payable to us and passed through to the vendor.
Inspection and Testing for Unapproved Suppliers, Products or Equipment	Out-of-pocket costs and expenses we incur for any inspection or testing.	Upon invoice	We reserve the right to invoice you for our out-of-pocket costs and expenses we incur for any inspection or testing. Since 2018 we have not had the necessity to assess this fee.

Type of Fee (See Note 13)	Amount*	Due Date	Remarks
Regional Cooperative Fee	If established, up to 2% of Net Sales	Weekly with each Royalty Fee payment	Payable if we establish and collect the fees for a regional marketing or advertising cooperative
Additional Training Fees (See Note 6)	\$500 per day per trainer plus trainer's travel, lodging, meal and incidental expenses for additional initial training requested by you; up to \$2,500 for replacement manager training; up to \$1,500 for regional meeting training and separate training at the Annual Conference; up to \$5,000 if you fail to demonstrate competency of pre-training materials such that you are required by us to repeat training	As incurred	We may provide additional employee training at your Franchised Business. We may change this rate at any time in the Manuals. Replacement managers must attend training before starting work.
Transfer Fees (See Note 7)	25% of then-current initial franchise fee for each BCS Makery transferred; waived for existing franchisees with certain qualifications; \$5,000 for training if transferee is new to Brand	Upon transfer	Payable in lieu of an initial franchise fee if you transfer the Franchise Agreement or Franchised Business or upon ownership change involving control of 50% or more of your equity interests. Enforcement is subject to state law.
Relocation Fee	\$5,000 or such greater amount necessary to reimburse us for costs associated with a franchisee relocating their BCS Makery location	As incurred	Payable if you request our approval to relocate a BCS Makery

Type of Fee (See Note 13)	Amount*	Due Date	Remarks
Bank Fees	Actual Bank Fees charged for insufficient funds or denied access for EFT/ACH transfer plus \$25 per event, subject to limits imposed by applicable law	As incurred	Payable if a bank charges us fees for a returned check or denied electronic funds transfer payment to us. Minnesota law limits these fees to \$30 per dishonored check.
Audit Results and Accounting Fees (See Note 8)	Underpaid Royalty Fees, Brand Fund Contributions and other fees; Cost of audit and accounting fees	Within 15 days after invoice date	Payable if you understate annual Net Sales by more than 2%; paid in addition to the late charge
Late Charge	Lesser of 18% per annum or highest rate allowed by law (10% in California)	Within 15 days after invoice date	Accrues from due date
Late Fee	\$150	Upon invoice	You must pay to us a late fee in the amount of \$150 for each report that you fail to timely submit to us under Section 4(g) and each payment not received by us by the prescribed due date.
Successor Fee (See Note 9)	50% of the initial franchise fee we then charge for a similar Franchised Business	When you send your renewal notice	Paid if and when you renew, and we confirm that you are eligible to renew and sign a successor franchise agreement
Securities Offering Fees	\$10,000 for each Makery included in an offering, plus expenses that exceed the fee; Reimbursement for counsel and accounting fees for review of periodic reports	Upon request for approval of offering documents	Payable if you request our review of a placement memorandum or registration statement for any public or private offering of your equity or debt securities; reimbursement for costs incurred to review of periodic reports
Improvements	Currently, up to \$500,000 for improvements required during the initial term of the Franchise Agreement	Upon invoice	Payable to us as reimbursement for any required improvements we make to your Makery following your failure to make the improvements within the time period described in the Franchise Agreement

Type of Fee (See Note 13)	Amount*	Due Date	Remarks
Indemnification, Insurance and Enforcement Costs (See Note 10)	As incurred	Within 15 days after invoice date	Payable to us for damages, costs and expenses incurred by us from third party claims arising from your operation of the business; includes our cost of defense and resolution; our costs for enforcing the Franchise Agreement and Development Agreement against you, including attorneys' fees, court costs, collection costs, expert fees and costs, discovery costs, and other costs we incur to obtain required insurance on your behalf or complete your post-termination obligations
Annual Conference Fee	Annual Registration Fee for your attendance at our Annual Conference; initially <u>up to</u> \$1,500 per attendee	Within 15 days after invoice date	Payable in advance of our Annual Conference, <u>if we hold one</u> . You, and your Operator and your General Manager must attend our Annual Conference, <u>if we hold one</u> . We may increase the fee to up to \$2,500 per attendee
Liquidated Damages (See Note 11)	Varies depending upon the length of the term remaining at termination	Upon the termination of the Franchise Agreement or Development Agreement	
Extension Fee	\$2,000 per month for each unopened Makery non-compliant with the Development Schedule	As incurred	Payable to us each month during the extension of the development period. Applies to Development Agreements only
Commissary Royalty Fee (see Note 12)	8% of all Net Sales of Retail Products (excluding Initial Inventory Kits sold to BCS Makeries) through the Commissary	Monthly by the 15th of each month	Only if you sign a Commissary Amendment with us
Technologies Installation Fee	Then-current fee	As incurred	In the future, we may provide assistance in developing and planning installation of these <u>the</u> Technologies (<u>See Item 11</u>) and we reserve the right to charge our then-current fee in connection with said assistance.

*These fees are uniformly imposed and nonrefundable.

Notes

1. *Royalty Fee.* You must pay us a monthly royalty fee of 6% of the Net Sales of your Franchised Business during the preceding month. Monthly Net Sales are reported to us each day through the BCS Makery Point of Sale (“POS”) system. “Net Sales” means the total selling price of all services and products and all income of every kind and nature related to your 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 shall be 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 you 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 your BCS Makery. In certain isolated instances we have negotiated a reduced Royalty Fee based on factors we determine relevant in our sole and absolute discretion.
2. *Brand Fund Contribution and Local Marketing Expenditure.* We have established a Brand Fund into which you will contribute a monthly Brand Fund Contribution of 2% of the Net Sales of your Franchised Business during the preceding month. Brand Fund Contributions will be made concurrently with Royalty Fee and Technology Fee payments. We reserve the right to increase the Brand Fund Contribution upon 60 days’ written notice to you, but the Brand Fund Contribution, when combined with the Local Marketing Expenditure requirement, will not exceed 4% of Net Sales for the initial term of your Franchise Agreement. You must also spend at least 1% of Net Sales on Local Marketing Expenditures. The total minimum amount we require you to spend on Brand Fund Contributions and Local Marketing Expenditures will not exceed 4% of Net Sales (allocated by us, at our sole option, among the Brand Fund and Local Marketing Expenditures), during any period consisting of four consecutive fiscal quarters. If you fail to pay the required minimum amount in Local Marketing Expenditures and Brand Fund Contribution, we have the right to collect unspent amounts from you and contribute them to the Brand Fund.
3. *Technology Fee.* The Technology Fee covers the pass-through costs plus overhead of access to technology we provide to each BCS Makery and franchisee, currently including without limitation software licenses, database management, software maintenance, internet/Wi-Fi, cyber security/firewalls, music copyrights, and general IT support. The current fee is a minimum of \$500 per month, which we reserve the right to increase upon 60 days’ notice. The Technology Fee will be invoiced each month with the Royalty Fee and Brand Fund Contributions.
4. *Loyalty Program.* We have created a Loyalty Program for frequent customers. Loyalty program fees will be invoiced each month with the Technology Fee.
5. *Gift Card Program.* The formula for Commissions per Gift Card sold by you is currently the estimated average handling costs of \$.50 related to issuing a Gift Card multiplied by 105%. The estimate of the average handling costs shall be made by the issuer of the Gift Card. The Issuer shall review and (to the extent appropriate) adjust its estimates at reasonable intervals, not less frequently than annually. The Issuer may make its estimates by any reasonable method and, at its option, may use the same estimated average handling costs for all franchisees, in its sole discretion. “Issuer Expenses” means the sum of Issuer’s Direct Costs and Issuer’s Indirect Costs, with no reduction for any potential income from unredeemed Gift Cards. “Direct Costs” means and includes all costs identified specifically with the

Issuer services, including an allocable portion of costs for compensation, bonuses and travel expenses attributable to employees directly engaged in providing Issuer services, for materials and supplies directly consumed in providing Issuer services, and for other direct costs, such as costs of printing, storing, and shipping Gift Cards, shared services costs, costs of marketing and promotional services provided by any third party service providers, promotional discounts on Gift Cards, and license fees for intellectual property. Direct Costs shall not include interest expense on indebtedness not incurred specifically for the benefit of you. "Indirect Costs" means and includes all costs that are not specifically identified with the Issuer services but that relate to the Direct Costs. Indirect Costs may include (for example) costs with respect to utilities, occupancy and other overhead burdens. The estimate of Issuer Expenses for each measurement period, which shall be at least quarterly, shall be made by Issuer or its agent. Issuer (or its agent) may make its estimates by any reasonable method.

6. *Additional Training Fees.* The Additional Training Fee covers training and operational support provided at your request beyond the training and opening assistance that we provide as part of your initial franchise fee as described in Item 11. We currently charge \$500 per day per trainer plus the trainer's travel expenses for additional training. If you cancel or request a change in any requested training, you will incur fees for flight and hotel changes incurred by our training team. We reserve the right to change this fee at any time or to charge a reasonable amount for any optional additional training we make available after you open the Franchised Business. We may charge up to \$2,500 tuition for training a replacement manager for your BCS Makery at our initial manager training, and tuition up to \$1,500 per event per person for training at regional meetings. In addition, if you fail to demonstrate competency of pre-training materials and are required by us to repeat training, you will pay tuition up to \$5,000 for such training. These fees are due in advance of the start of training and payable via ACH.
7. *Transfer Fee.* You or the transferee must pay a non-refundable Transfer Fee equal to 25% of our then current initial franchise fee for a single BCS Makery, plus an Initial Training Fee of \$5,000 if you transfer the Franchise Agreement or Franchised Business to a transferee that is not an existing Buff City Soap franchisee, or in the event of an ownership change involving control of 50% or more of your equity interests. We will not charge a fee for any transfer of your equity interests among any of your existing owners (provided such transfer of equity interests does not result in a change of control) or an initial transfer from an individual to an entity controlled by that individual. See Item 17.
8. *Audit Fee.* We may audit your accounts, books and records at our expense. You must pay any underpaid fees plus interest when we invoice you. If you understate Net Sales by more than 2%, then you must reimburse us for the cost of conducting the audit including, without limitation travel, lodging, meals, wages, expenses and reasonable accounting and legal fees we incur. We may also, in our sole discretion, require that you engage an independent certified public accounting firm reasonably acceptable to us to audit your financial statements for the next two years (or such time as we deem appropriate if instances of underreporting continue).
9. *Successor Fee.* The Franchise Agreement has an initial term of 10 years and provides for one renewal term of five years, subject to certain conditions. To renew the franchise and continue under a successor Franchise Agreement, if you meet the conditions for succession, you must pay us a non-refundable renewal fee equal to 50% of our then current initial franchise fee for a single BCS Makery. See Item 17.
10. *Indemnification, Insurance and Enforcement Costs.* You must defend, indemnify and hold us and our affiliates harmless from and against any claims asserted against us or our affiliates resulting from the development, operation or closure of your Franchised Business. You must also indemnify us against costs we incur to enforce the Franchise Agreement or the Development Agreement against you, such as attorneys' fees, court costs, expenses for experts and advisors, and other expenses we incur to cause your compliance with the agreements or compensate us for costs we incur directly and indirectly as a result of

your breach. These costs may include the costs we incur to perform your post termination obligations to package and return inventory, remove our signage and trade dress from the Makery, restore the Makery interior as your lease requires, and cause your Makery advertising and marketing activity to end. If we purchase required insurance for you when you fail to provide proof of insurance, we may charge you the cost of the premium we paid on your behalf plus an administrative fee of 25% of the premium amount.

11. *Liquidated Damages.* If we terminate the Franchise Agreement for any reason other than our default and failure to cure, within 30 days following the effective date of termination, you must pay us liquidated damages in a lump sum equal to the greater of: (1) the product of 36 multiplied by the average monthly Royalty Fees accrued during the 12-month period before the month of termination (or, if the Makery has been open less than 12 months, during the period during which the Makery has been open), and (2) \$300,000. If we terminate the Development Agreement, you must pay liquidated damages in an amount equal to the balance of the initial franchise fee for each Makery that you fail to develop in accordance with the development schedule based on the initial franchise fee under the then-current form of Franchise Agreement.

~~12. *Commissary Royalty Fee.* If you own and operate at least 25 BCS Makerries and are and remain in good standing under each such Franchise Agreement, you can seek our written consent to operate a Commissary to purchase and use the Proprietary Products to produce, distribute, and sell Retail Products to other Buff City Soap® Makerries as specified by us. You must pay us the Commissary Royalty Fee on Net Sales of all Retail Products sold through the Commissary. A copy of the current Commissary Amendment is attached hereto as Exhibit J.~~

12. ~~13.~~ *Offset.* We may, without notice to you, offset or recoup any liability we owe to you or your affiliates against any liability or which we determine you or your affiliates is liable to us or our affiliates, whether either liability is matured or unmatured, is liquidated or unliquidated, or arises under any agreement between us or our affiliates and you or your affiliates.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
SINGLE MAKERY (See Note 1)					
Nature of Expenditure	Low Estimate	High Estimate	Payment Method	When Due	Payment To
Initial Franchise Fee (See Note 2)	\$50,000	\$50,000	Lump sum	At signing of Franchise Agreement	Franchisor
Construction and Leasehold Improvements (See Note 4)	\$110,000 42,860	\$310,000	As incurred	Before opening	Suppliers
Rental Expenses (See Note 4)	Varies \$40,000	Varies \$200,000	As incurred	Before opening	Suppliers
Interior and Exterior Signs (See Note 4)	\$18,000	\$30,000	As incurred	Before opening	Suppliers
Furniture and Fixtures	\$62,500	\$150,000	As incurred	Before opening	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT					
SINGLE MAKERY (See Note 1)					
Nature of Expenditure	Low Estimate	High Estimate	Payment Method	When Due	Payment To
Equipment (See Note 5)	\$6,844	\$50,000	As incurred	Before opening	Suppliers
Smallwares (See Note 6)	\$1,800	\$3,500	As incurred	Before opening	Affiliate
Architects and Engineering	\$10,000 5,750	\$20,000	As incurred	Before opening	Suppliers
Other Professional Fees (Accountant/Lawyers/Business Advisors)	\$1,000	\$20,000	As incurred	Before opening	Suppliers
Opening Inventory (See Note 6)	\$20,000	\$120,000	As incurred	Before opening	Affiliate
Opening Supplies (See Note 6)	\$9,000	\$15,000	As incurred	Before opening	Affiliate
Computers, software, Telecommunication, networking, security (See Note 7)	\$6,741 5,775	\$20,000	As incurred	Before opening <u>or as incurred</u>	Suppliers <u>or by Franchisor</u>
Training and Pre-Opening Expenses (See Note 8)	\$21,274	\$33,591	As incurred	Before opening	Suppliers
Pre-Opening Labor	\$18,992	\$26,194	As incurred	Before opening	Suppliers
Insurance (See Note 9)	\$8,132	\$9,139	As incurred	Before opening	Suppliers
Deposits and Permits (See Note 10)	\$2,000	\$25,000	As incurred	Before opening	Suppliers
Market Introduction Budget (See Note 11)	\$15,000	\$40,000	Lump Sum	Before opening	Suppliers
Utility Deposits	\$0	\$5,000	As incurred	Before opening	Suppliers
Security System	\$1,000	\$5,000	As incurred	Before opening	Suppliers
Lease Deposit	\$1,500	\$25,000	As incurred	Before opening	Suppliers
Miscellaneous Expenses	\$1,000	\$25,000	As incurred	Before opening	Suppliers
Additional Funds - 3 Months (See Note 12)	\$63,000	\$96,000	As incurred	After opening	Various

YOUR ESTIMATED INITIAL INVESTMENT					
SINGLE MAKERY (See Note 1)					
Nature of Expenditure	Low Estimate	High Estimate	Payment Method	When Due	Payment To
Total	\$427,783 <u>395,427</u>	\$1,078,424 <u>1,278,424</u>			

YOUR ESTIMATED INITIAL INVESTMENT – DEVELOPMENT AGREEMENT					
(2 BCS MAKERIES) (See Note 1)					
Nature of Expenditure	Low Estimate	High Estimate	Payment Method	When Due	Payment To
Initial Franchise Fee (See Note 3)	\$75,000	\$75,000	Lump sum	At signing of Franchise Agreement	Franchisor
Investment for Single Makery less Initial Franchise Fee for Makery #1 (Included in Development Fee)	\$377,783 <u>345,427</u>	\$1,028,424 <u>1,228,424</u>	As incurred Before opening Suppliers (\$30,800 to \$138,500 is payable to Franchisor for Makery #1)		
Total	\$452,783 <u>420,427</u>	\$1,103,424 <u>1,303,424</u>			

YOUR ESTIMATED INITIAL INVESTMENT – COMMISSARY (See Note 1)					
Nature of Expenditure	Low Estimate	High Estimate	Payment Method	When Due	Payment To
Construction & Leasehold Improvements (See Note 4)	\$10,000-	\$150,000-	As incurred	Before opening	Suppliers
Furniture, Fixtures, & Equipment	\$25,000-	\$75,000-	As incurred	Before opening	Suppliers
Opening Inventory (See Note 6)	\$45,000-	\$85,000-	As incurred	Before opening	Affiliate
Opening Supplies (See Note 6)	\$11,000-	\$15,000-	As incurred	Before opening	Affiliate
Computers, Software, Telecommunication, networking, security (See Note 7)	\$6,741-	\$20,000-	As incurred	Before opening	Suppliers
Utility Deposits	\$1,000-	\$5,000-	As incurred	Before opening	Suppliers
Insurance (See Note 9)	\$1,300-	\$4,000-	As incurred	Before opening	Suppliers
Deposits & Permits (See Note 10)	\$2,000-	\$25,000-	As incurred	Before opening	Suppliers
Miscellaneous Expenses (See Note 12)	\$1,000-	\$50,000-	As incurred	Before opening	Suppliers
TOTAL	\$103,041-	\$429,000-			

Notes to Item 7

1. For the Single Makery and Development Agreement, we have based our estimates of initial investments on the experience of our Retail Affiliates developing and operating similar BCS Makereries, as well as the experience of franchisees in opening their Makereries, to compile the foregoing estimates, encompassing approximately 1,500 to 4,000 sq. ft.

~~For the Commissary, neither we nor our affiliates have operated a Commissary location. We cannot guarantee you will not have additional expenses. In putting together these estimates we relied on data obtained from a Commissary pilot program that is in its infancy.~~

Payments to us are uniformly imposed and not refundable. Payments made to third party vendors or suppliers and the opportunity to obtain a refund of any such payment are subject to the terms and conditions of those vendors. We do not provide any direct or indirect financing for initial franchise fees or development fees, other fees or other costs paid to us or to third parties. We do not provide any guarantees for any financing provided to you by third parties.

2. The initial franchise fee paid by you and other similarly situated Franchisees will be the same and is non-refundable.
3. When you sign a Development Agreement, you must agree to develop a minimum of 2 Makereries and pay us a non-refundable development fee equal to 100% of the initial franchise fee for the first BCS Makery to be developed (\$50,000) and 50% of the initial franchise fee for each additional BCS Makery (\$25,000 if developing 2 Makereries) to be developed under the Development Agreement. The total Development Fee due for 2 Makereries is \$75,000. When you sign the Franchise Agreement for your first BCS Makery, we will credit a portion of the development fee payment to satisfy the initial franchise fee due under the first Franchise Agreement. When you sign each additional Franchise Agreement under the Development Agreement, you will sign the then-current form of franchise agreement that we offer, which may contain materially different terms. In addition, you will pay us the balance due for the initial franchise fee due under each applicable Franchise Agreement (\$25,000 if developing 2 Makereries), which will be the initial franchise fee minus the applicable portion of the development fee. The Development Fee paid by you and other similarly situated Franchisees will be the same and is non-refundable.
4. These estimated costs are to build out an existing building or space to meet the image and décor we require. BCS Makery locations are between approximately 1,500 and 4,000 sq. ft. Typical BCS Makereries are located in strip centers, town squares, or other regional retail development centers within metropolitan or micropolitan areas. The cost per square foot of leasing commercial property will vary depending on location, size, local market conditions and other factors, and are not included in these estimates. Your rent will likely include base rent, additional rent related to the Net Sales of the BCS Makery, common area maintenance and marketing charges, and proportionate shares of property taxes, insurance and other costs. Your BCS Makery must be able to accept and store bulk deliveries of product raw materials. The lease terms must also allow for on-premises mixing and finishing of our products in the Soap Makery located in the public space of the Makery. You may incur architect and engineering fees in the development of your location. Construction and Leasehold Improvement estimates do not include rent or utilities. You may need to make deposits or pre-payments for rent, utilities, and other service providers related to the operation of the Franchised Business. Depending on the costs in your market, your credit and the rental terms offered in various areas of your market, you can expect differences in rent rates, terms and conditions. Our estimate is based on two months' rent as deposit and deposits for commercial lease parking. We have relied on our experience in opening company owned Makereries, as well as the experience of franchisees in opening their Makereries, to compile the foregoing estimates. Your net leasehold improvement costs will depend on the condition of your Makery location as delivered by your

landlord and any tenant improvement allowance you may receive from your landlord in your lease. You may need to demolish existing finishes and reroute utility lines in space that was used for another purpose, estimated in the high-end amounts. You may need to finish first generation space with utilities, lighting and interior walls and ceilings, estimated in the high-end amounts. Our estimated range of costs for leasehold improvements is based upon our expectations that you will receive your Makery location from your landlord in good condition and ready for finishing with our décor package. Your landlord may provide funding for leasehold improvements. We anticipate that you will lease rather than build your location. We therefore have not included any costs for land, building construction or related costs in our estimates. We will provide you with our criteria for sites for BCS Makeries and may conduct an on-site evaluation, at our option, in connection with our review and approval of the site that you select for your first BCS Makery location. We contemplate one visit to your market, for your first Makery location only, to review sites that you have identified. You will reimburse us for our reasonable expenses for providing any additional site selection or approval support including a fee of \$500 together with travel, lodging, transportation, food and personnel costs incurred for any subsequent visits.

5. You will purchase your equipment from suppliers we have approved, which may include us or our affiliates. We will provide specifications for the models of equipment you will be required to purchase for your Buff City Soap location. Our affiliates or we may be the sole supplier for certain equipment. The type and number of pieces of furniture and fixtures you require will be based on the size of the location you select, which may increase the cost. We may negotiate with vendors for the price, warranties, guarantees, delivery costs and/or maintenance contracts related to the equipment, furniture and fixtures used in the development of BCS Makeries. We do not represent that we will be able to obtain for you the lowest costs or best terms available. You will need to purchase signs for your location. All signage must be in compliance with our standards and your local building and other codes.
6. You must purchase certain opening inventory and supplies and smallwares from our affiliate, BCS Supply. Those purchases are not refundable. The purchases include certain Proprietary Products including certain oils, micas, lye, scents, packaging, colorings, charcoals, clays, exfoliants and additives.
7. You will be required to purchase or lease the point-of-sale and computer system we specify. The type and number of computers and other hardware, software, cameras and telecommunications equipment may vary depending on your location. We will specify the computer hardware, software and telecommunications equipment in the Manuals. We expect that technology will evolve during the term of your franchise and you will need to update the Makery technology at your expense when we determine such updating is necessary for the System to remain competitive.
8. We will provide initial training for you, your Operator, your General Manager and up to two other personnel as we designate necessary without any additional fee. Both you, your Operator, and your General Manager, must attend [initial](#) training and complete training to our satisfaction. In addition, we may develop pre-training materials (print and electronic) that you and other attendees will be required to complete prior to attending initial training. You may be required to show competency in the pre-training material prior to attending training. Failure to show competency in the pre-training material may result in you not being able to attend initial training and may result in an additional training fee of \$5,000.00. Initial corporate training will be a combination of office training and on-the-job training and may also include training provided electronically and remotely. Initial pre-opening training will be provided for your initial two locations at no cost, in a location designated by us and will be approximately one week in duration. We reserve the right to require training for additional locations thereafter for \$2,500 per location, in which the duration of this training is up to seven days. We provide up to seven-day sessions for your first two store openings. In addition to incurring the costs of compensation and benefits for your staff, you will incur the cost for travel and other expenses during training. We have estimated the cost for travel, hotel, meals and local transportation for you and your staff during training. The costs of travel vary based on the

time of year and the choices you make for hotels, number of personnel attending training and compensation paid to such personnel.

9. We will specify the minimum insurance coverage we require you to have for your Franchised Business in this disclosure document; such requirements may be modified by us from time to time in the Manuals. The amount stated for insurance is an annual premium that will recur and is subject to changes in insurance markets and your loss history.
10. You are responsible for identifying and acquiring the permits, bonds, utilities, merchant accounts and licenses necessary to develop, open and operate the Franchised Business. Our approval for your opening of your Makery is conditioned upon, among other things, our receipt of copies of all licenses, permits and certifications as set forth in the Manuals.
11. Your Market Introduction Program will be developed by you in accordance with our standards set forth in the Manuals and is subject to our prior written approval. You will execute the Market Introduction Program as approved by us.
12. This is an estimate of the amount of additional operating capital that you may need during the first three months after opening your business based on the costs our Retail Affiliates have incurred opening and operating similar BCS Makereries. This estimate includes additional funds you may need to pay employee salaries and wages, utilities, payroll taxes (including payroll to cover the pre-opening training period for your staff), fees payable to us and our affiliates, legal and accounting fees, additional advertising, insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses and other miscellaneous items.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Approved and Designated Suppliers

As of the issuance date of this disclosure document, you must purchase all equipment, furnishings, fixtures, supplies, packaging, computer hardware and software, and signage from vendors of whom we approve and who meet our specifications. All purchases and leases must meet the standards and specifications we specify in the Manuals, or otherwise in writing. You must request our consent to use vendors and suppliers not designated by us and comply with our requirements for obtaining consent of your proposed vendor or supplier. BCS Supply is the supplier of raw materials and packaging, labels and accessories you will need to open and operate your BCS Makery.

None of our officers owns an interest in any supplier or vendor to the BCS Makereries.

Proprietary Products

We will provide to you the specifications, detailed descriptions, formulas, and personal care product “recipes” to you and provide you with the list of any ingredients, supplies, apparel, equipment, and any other merchandise or property that you must use or sell to operate the Franchised Business in accordance with the System which either (i) display the Marks or (ii) are specially configured, manufactured or produced by, or for, us in accordance with our specifications (collectively “Proprietary Products”) that you must purchase, use, offer, sell and promote, and maintain in stock at Franchised Business in quantities needed to meet reasonably anticipated consumer demand, certain proprietary products, ingredients, equipment, furniture, signage and other merchandise

constituting Proprietary Products. We may designate certain of these disclosures as confidential. You must purchase all Proprietary Products and ingredients for Proprietary Products from suppliers selected in our sole discretion of which we give you written notice. BCS Supply is the only approved supplier for certain oils, micas, lye, scents, packaging, facial products, colorings, charcoals, clays, exfoliants and additives. We may, in our discretion, as frequently as we deem necessary, change the identity, specifications, formulas, recipes, inventory requirements and designations, and add new products and delete existing products, from the items that we designate as Proprietary Products. You must conform to all changes immediately upon written notice from us unless our written notice specifies a later implementation date. The Proprietary Products are the essence of what differentiates the Buff City Soap brand from competitors, and we retain absolute discretion regarding the ingredients and formulations of these Proprietary Products, and whether we or BCS Supply are the sole suppliers of these items. Some of these Proprietary Products may be formulated by or for us or BCS Supply and sold to you in packaged or ready to package form, and some may be blended, formulated and packaged at the BCS Makery according to our instructions. Obtaining and using substitutes for Proprietary Products and those that you must obtain from approved suppliers is a material breach of your Franchise Agreement.

Non-Proprietary Products

We will designate all other products that are not Proprietary Products (“Non-Proprietary Products”). Non-Proprietary Products will include non-raw materials products and packaging used that must be acquired from suppliers designated by us or that meet our specifications. All changes in the specifications for Non-Proprietary Products shall be communicated to you by supplements or modifications to the Manuals or otherwise in writing. You shall not place a new order for any Non-Proprietary Products with a supplier after receiving written notice of changes in the Non-Proprietary Products’ specifications or that our approval of the supplier has been withdrawn or revoked.

Insurance

The insurance requirements described below are for a single Makery. If you own multiple Makerries, you must meet the insurance requirements below for each Makery and “per Makery location” aggregate limits when multiple Makerries are insured under single comprehensive general liability policy (capitalized terms not defined in Exhibit I of the Franchise Agreement have the meanings set forth in the Agreement). All insurance policies must:

1. be issued by a responsible carrier or carriers that has received and maintains an A.M. Best rating of at least A-VI (or comparable ratings from a reputable insurance rating service, in the event such A.M. Best ratings are discontinued or materially altered), and otherwise approved by Franchisor;
2. contain a waiver of subrogation provision;
3. other than Workers’ Compensation, name us as and additional insured on a primary basis for operations of BCS Makery. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured’s insurance coverage will not be reduced by the existence of such other insurance;
4. not have any deductible, self-insured retention, self-funded retention, or any similar provision unless prior written consent is given by Franchisor. Should consent be given by Franchisor for a deductible or similar provision to be included for any required insurance coverage, the deductible or other similar provision amount may not exceed \$25,000. The coinsurance percentage will not be less than 80%
5. be primary and non-contributory to any other insurance that any of Franchisor Indemnitees for as procured for themselves;

6. provide for 30 days' prior written Notice to Franchisor of any material modification, cancellation, or expiration of such policy;
7. not contain language that limits the liability afforded to Franchisor and its Affiliates to any amount less than stated on the declarations page of each policy;
8. not contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by Franchisor Indemnitees;
9. not include an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another;
10. include a separation of insureds provision; and
11. have the following coverages:
 - a. *Commercial General Liability* coverage (\$1 million single limit per occurrence; \$2 million general aggregate limit, for both general liability and products /completed operations liability) for personal injury and property damage, including premises, independent contractors, products and completed operations, contractual, personal and advertising liability, on an occurrence basis, with coverage on an ISO form CG 24 07 or equivalent commercial general liability form policy;
 - b. "All Risk" property coverage including a property damage limit for the full cost of replacement of the BCS Makery and business interruption coverage for up to twelve months of projected earnings;
 - c. *Business Automobile Liability* covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of \$1 million combined single limit each accident;
 - d. *Workers' Compensation* or legally appropriate alternative covering all employees and contractors working at the BCS Makery for statutory limits and employers' liability with minimum limits of \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease for each employee and \$500,000 bodily injury disease aggregate;
 - e. *Umbrella Policy* having a limit of \$1 million on an occurrence basis excess of covering excess of the underlying insurance described in (1), (3) and (4) above which is at least as broad as each and every underlying policy, provided that you may purchase more underlying coverage and less umbrella coverage under such policies as long as you maintain the total amount of the limits specified for each coverage area;
 - f. *Employment practices liability* insurance with a limit of \$500,000;
 - g. *Employee Dishonesty/Fidelity* insurance with a limit of \$100,000;
 - h. *Data privacy/Cyber Liability* insurance with a limit of at least \$2,000,000; and
 - i. *Other insurance* as may be required by the state or locality of the BCS Makery.

Approval of Alternative Suppliers; Product Specifications

If you would like to offer products or use any supplies or services that we have not approved, or to obtain a good or service from a supplier we have not yet approved, you first must submit sufficient information, specifications and/or samples for our determination whether the product or service complies with our System Standards or the supplier meets our approved supplier criteria. We may establish and revise our approved supplier criteria from time to time as we deem appropriate and will make them available to our franchisees upon written request. We may condition our approval of a supplier on the supplier's agreement to comply with product quality standards, frequency of delivery, standards of service, and concentration of purchase requirements. We also may impose limits on the number of approved suppliers, products and services. We will respond to a request within 30

days from the date of our receipt of all of the information we requested and completion of any facility inspection. Franchisor may terminate or withhold its approval of any supplier, new Operating Assets, new Technology System or new Products that do not satisfy its Standards. We reserve the right to test supplies and inspect the premises of suppliers before granting our approval. We reserve the right to invoice you for our out-of-pocket costs and expenses we incur for any inspection or testing. Since 2018, we have not had the necessity to assess this fee. We will not issue our approval of the supplier until you pay that invoice. We may terminate our approval of a supplier or any products or services at any time, with or without cause, in our sole and absolute discretion upon reasonable written notice. Because the use of the highest quality, natural ingredients is an important part of our business model, we will monitor your chosen suppliers and may require that you select a different supplier if the supplier does not consistently meet our System Standards for quality.

Revenue from Franchisee Purchases

We or our affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

We did not receive any revenue from required purchases or leases of goods or services by franchisees during our fiscal year ended ~~January 1~~December 31, 2023.

In our fiscal year ended ~~January 1~~December 31, 2023, franchisees paid our affiliate, BCS Supply, ~~\$40,717,527~~\$36,963,576 for inventory and supplies.

We have no other affiliates that derived revenue based on required purchases or leases by our franchisees.

Percentage of Total Purchases Represented by Required Purchases

Required purchases consist of items you must purchase from approved suppliers or under our established specifications. Your required purchases will represent approximately 90-100% of your total opening expenses (excluding the cost of real estate and improvements) and approximately 95% of your continuing required purchases and leases.

Payments to Franchisor from Designated Suppliers

We intend to negotiate preferred vendor agreements with approved suppliers that we expect will provide favorable pricing and delivery terms to franchisees, as described below. These agreements may pay us revenues based on the volume of franchisee purchases, which may be measured in sales dollars or units sold. These arrangements are not in effect as of the issuance date of this disclosure document, but we expect them to be in place in the future. We expect Affiliate BCS Makerries to purchase at the same prices and terms as franchised terms from these suppliers.

Cooperatives

We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which your Franchised Business operates. We do not have any purchasing or distribution cooperatives in place as of the issuance date of this disclosure document.

Negotiated Purchases

We may, at our option, negotiate purchase arrangements or discounts for your Franchised Business. Certain of our suppliers may allow you to participate in the volume discounts we receive. However, these volume discounts will extend only to pricing terms and will not include any of the credit terms we have negotiated. We do not otherwise negotiate purchase agreements on behalf of our franchisees or any distribution cooperative, and do not guarantee pricing, credit or other terms for our franchisees. A particular supplier arrangement may not be available to you as the availability of these arrangements may vary depending on whether the supplier services the area in which your Franchised Business will be located.

Material Benefits

We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 9

FRANCHISEE'S OBLIGATIONS

Franchise Agreement

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	5(a), 5(b) and 5(c)	11
b. Pre-opening purchases/leases	7(a), 7(d), 7(e), 8(a), 8(b), 8(c) and 11(h)	8
c. Site development and other pre-opening requirements	5(e), 5(f), 6 and 10(f)	6, 7 and 11
d. Initial and ongoing training	6	11
e. Opening	5(f)	11
f. Fees	3(c)(4), 4, 18(c) and 18(d)	5 and 6
g. Compliance with standards and policies/operating manual	7(a) and 11(a)	11
h. Trademarks and proprietary information	16 and 19(b)	13 and 14
i. Restrictions on products/services offered	2(e), 7(a), 7(d), 7(f), 11(g) and 11(h)	16
j. Warranty and customer service requirements	11(i)	11
k. Territorial development and sales quotas	2 and Exhibit G	12
l. Ongoing product/service purchases	7, 8 and 11(h)	6, 8 and 11
m. Maintenance, appearance, and remodeling requirements	7(b), 7(c) and 8(a)	11
n. Insurance	15	6, 7 and 8
o. Advertising	10	6, 7 and 11
p. Indemnification	23	6
q. Owner's participation/management/staffing	7(a) and 13	11 and 15
r. Records and reports	4(g), 14(a) and 14(c)	11
s. Inspections and audits	5(e), 7(f), 8(a) and 14(b)	6, 8 and 11
t. Transfers	18	6 and 17
u. Renewals	3(b) and 3(c)	17
v. Post-termination obligations	21	17
w. Non-competition covenants	19(a) and Exhibits B and D	17
x. Dispute resolution	26	17

Development Agreement

This table lists your principal obligations under the Development Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

Obligation	Section	Item
a. Site selection and acquisition/lease	5	11
b. Pre-opening purchases/leases	Not Applicable	8
c. Site development and other pre-opening requirements	4 and 5	6, 7 and 11
d. Initial and ongoing training	Not Applicable	11
e. Opening	4 and 5, Exhibit A	11
f. Fees	6(a), 11(c), 11(f) and 12(f)	5 and 6
g. Compliance with standards and policies/operating manual	5	11
h. Trademarks and proprietary information	2(b), 8(b) and 13(b)	13 and 14
i. Restrictions on products/services offered	Not Applicable	16
j. Warranty and customer service requirements	Not Applicable	17
k. Territorial development and sales quotas	2 and 4 and Exhibit A	12
l. Ongoing product/service purchases	Not Applicable	8
m. Maintenance, appearance, and remodeling requirements	Not Applicable	11
n. Insurance	Not Applicable	6 and 8
o. Advertising	Not Applicable	6 and 11
p. Indemnification	10 and 11(f) and Exhibit C	6
q. Owner's participation/management/staffing	7(f) and 7(g)	11 and 16
r. Records and reports	Not Applicable	6
s. Inspections and audits	Not Applicable	6
t. Transfers	11 and Exhibit C	6 and 17
u. Renewals	3(b)	17
v. Post-termination obligations	13	17
w. Non-competition covenants	8(a) and Exhibits C and E	17
x. Dispute resolution	26	1

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Franchised Business:

We will designate the territory for your Franchised Location. (Franchise Agreement Sections 2 and 3)

We will provide you with advice and consultation in the selection of sites for Franchised Location(s) through the use of the site selection and evaluation forms, criteria and supporting materials that we make available to franchisees. (Franchise Agreement Section 5(a); Development Agreement Section 5(a))

We will review the information you submit for each proposed site for a Franchised Location, conduct any investigation of the proposed site we deem appropriate to evaluate the site, and accept or reject the site. (Franchise Agreement Section 5(b); Development Agreement Section 5(b))

We will accept or reject each site within 30 days after your submission of all initial and supplemental information we request regarding a proposed site. If we accept the site, we will give you notice of any remaining conditions to that acceptance. Under the Development Agreement, we will tender the Franchise Agreement for the accepted site. (Franchise Agreement Section 5(b); Development Agreement Sections 5(b), 5(c), 5(d))

We reserve the right to review, and in our reasonable judgment, approve each letter of intent, lease, sublease or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Makery premises. (Franchise Agreement Section 5(c))

We will provide you with our standards for finishes, specifications for layout of the interior, mechanical and electrical systems, equipment, décor and ironwork and signs for a prototype Franchised Business that we make available to franchisees. (Franchise Agreement Section 5(e)). We provide the specifications and a list of vendors. We provide assistance with acquiring an identifying what you need to order. You are responsible for ordering equipment, signs, fixtures, opening inventory and supplies. You will pay the vendors directly. We do not deliver or install any items.

We will review your site plan and final plans and specifications for conformity to System Standards. (Franchise Agreement Section 5(e))

We will ~~loan you one copy of the Manuals or may~~ grant access rights on our secure website for franchisees [to access our Manuals and standard operating procedures](#). (Franchise Agreement Sections 11(a))

~~We will provide you with up to 15 days total of training in one or more BCS Makeries or Corporate Office in Memphis, Tennessee, Dallas, Texas and at your BCS Makery to assist you with the new Makery opening activities for your Franchised Business. (Franchise Agreement Section 6(a))~~

We provide ~~this~~ on-site [training, initial corporate training and initial pre-opening](#) training for up to ~~15~~²¹ days to assist you with your initial corporate training and pre-opening activities for your Franchised Business for a maximum of two locations opened by you or entities affiliated with you. [This training may be located in our corporate office in Dallas, TX, alongside a BCS Makery location chosen by the Franchisor. Initial Corporate Training is up to seven days. Initial Preopening Training for a BCS Makery opening is up to seven days per Makery for a maximum of two locations.](#) (Franchise Agreement Section 6(b))

We will provide you with information regarding approved, required and preferred products, services and suppliers. (Franchise Agreement, Section 7(d))

We will provide you with a template plan for pre-opening marketing and accept or reject your proposed plan for pre-opening marketing. Pre-opening marketing plans must be submitted no later than 60 days prior to opening for approval and meet the required Market Introduction Budget (Franchise Agreement, section 10(f))

Site Selection

We do not select the site for your Franchised Business. You will have responsibility for selecting the site for your location and submitting information on the site approval form we include in the Manuals. The proposed site must comply with our site selection criteria, which depending on your market, includes demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of

other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. We have the right to accept or reject the site you select based on our analysis of how each of these criteria in your particular market enhance our brand awareness and goodwill. We will not unreasonably withhold our acceptance of a site that meets our criteria in your particular market for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. In determining whether to accept or reject a proposed site, we also may consider the site's proximity to both boundaries of the Protected Area and to other existing or proposed Studios located outside the Protected Area boundaries. If we do not accept the proposed site within a 30-day period, the proposed site will be deemed rejected. The factors for site consideration may change after you sign a Development Agreement and before you submit each proposed site under a Development Agreement. We have no obligation to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, constructing, remodeling or decorating, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies. You must propose a site within 60 days after the effective date of the Franchise Agreement and acquire the right to occupy the site within 30 days after our approval of the site. The grant of any extension of time to complete this phase of pre-opening is at our sole discretion. If you fail to acquire the right to obtain an approved site within 30 days following our approval, we may terminate your Franchise Agreement without giving you any time to cure. (Franchise Agreement, Section 5(d))

We do not typically own the premises which is then leased to you.

Under our form of Development Agreement, you must agree to open Franchised Locations under a specified development schedule (the "Development Schedule"). You must develop BCS Makeries in accordance with the Development Schedule described in the Development Agreement, which contains the site selection and approval requirements described above. If you are developing a Makership under a Development Agreement, you may request the right to extend the deadline within which you must propose a site for our approval, subject to your payment of the applicable extension fee (Development Agreement, Section 4(f)). Once we approve each site, and any required disclosure period has lapsed, you will be required to sign our then-current form of Franchise Agreement to proceed with the development of the site and the deadlines for developing the BCS Makership in the Franchise Agreement will apply.

Typical Length of Time to Open

Your Franchised Business must be open and operating by no later than 12 months from the date you execute your Franchise Agreement. Factors that may affect that period include obtaining site acceptance from us, making any necessary financial arrangements, obtaining required permits, designing the space, ordering the equipment and inventory, and obtaining necessary labor and materials. (Franchise Agreement Section 5(f))

Post-Opening Assistance

Provide you with information regarding approved, required and preferred products, classes, services and suppliers. (Franchise Agreement Sections 7(c) and 7(d))

We will provide you with ongoing access to the Manuals [and our secure website](#), which we may update from time to time. (Franchise Agreement Section 11(a))

We will provide training programs to replacement management personnel and conduct additional and remedial training as you may request or as we determine necessary. (Franchise Agreement, Sections 7(c) and 7(e))

We will conduct periodic field evaluations and quality assurance inspections of BCS Makery to test and promote its compliance with System Standards and quality controls. (Franchise Agreement Section 14(b))

We will maintain and administer directly or through our affiliates the general marketing and development fund (the “Brand Fund”) as described below in this Item. We will prepare upon your request an annual statement of monies collected and costs incurred by the Brand Fund and furnish a statement to you. (Franchise Agreement, Section 10)

Except as listed above, we do not have any obligation to provide you with assistance regarding (1) developing services or products your Franchised Business will offer to your customers; (2) the hiring or training of your employees; (3) the improving or developing your Franchised Business; (4) establishing prices; (5) establishing and using administrative, bookkeeping, accounting or inventory control procedures; or (6) resolving operating problems you may encounter.

Advertising

At least 90 days before the Opening Date, we will provide you with a template plan for the Market Introduction for the Makery, including a budget template and our market introduction materials. You must develop and submit, at least 60 days before the Opening Date, your plan for Marketing Introduction that conforms to our template, complies with the standards for Market Introduction of BCS Makereries, and provides for spending at least the Marketing Introduction Budget estimated from \$15,000 to \$40,000 (see Item 7, Note 23). We will accept or reject your Market Introduction plan within ten business days. You must timely execute your Market Introduction plan, once approved by us. We require documentation of your expenditures under and execution of your approved Marketing Introduction plan. These Market Introduction obligations are in addition to your Brand Fund Contribution and Local Marketing Expenditure. (Franchise Agreement Section 10(f))

We will conduct advertising in regional and national media using the funds available in the Brand Fund described below. We may use print, broadcast and on-line or electronic media, social media, direct mail and other promotional materials as funds permit. We will utilize a combination of in-house and advertising agency resources to produce advertising. We are not required to spend any amount on advertising in your Protected Area.

Brand Fund

We have established and administer a Brand Fund for the creation and development of marketing, advertising, and related programs, campaigns and materials (the “Brand Fund”). As of the issuance date of this disclosure document, all franchisees must pay us a weekly Brand Fund Contribution equal to two percent (2%) of the Net Sales of the Franchised Business for the preceding week. No franchisees contribute a different amount or a different rate. We will direct all initiatives relating to the positioning of the Brand using the Brand Fund. We will account for all Brand Fund Contributions we collect in a separate account. The Brand Fund will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs, travel expenses, and overhead as we may incur in activities related to the administration of the Brand Fund and its programs.

We may use the Brand Fund to pay the costs of research, agency of record services, market research, creation and production of video, audio, electronic, and written advertising and marketing programs; administration of regional, multi-regional, and national advertising and marketing programs, Product and customer research and surveys, and testing and related development activities; promotional events; purchasing and participating in online, Social Media, radio, television, and billboard advertising and programming; employing marketing, advertising and promotional agencies to assist therewith; conducting community relations activities; and supporting public relations, maintenance of the System websites, and online presence; and such other advertising, marketing, and promotional activities as we determine are appropriate for BCS Makereries and

the Marks and System under which they operate. You will ultimately be responsible for the costs associated with the placement of any such marketing and media for the Makery in that you will either reimburse us for media and marketing placement or directly pay a third-party advertiser for placement of the media or marketing materials. The Brand Fund will furnish you with samples of advertising, marketing formats, promotional formats, and other materials at no additional cost when we consider it appropriate. Multiple copies of such materials will be provided to you at your cost plus any related shipping, handling, and storage charges. We may, at our sole option, increase the Brand Fund Contribution upon 60 days' prior notice to you, subject to the limitation stated under "Local Marketing" below.

We may spend on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all BCS Makereries to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or may invest any surplus for future use. Any monies in the Brand Fund not spent at the end of each fiscal year will remain in the Brand Fund, provided that amounts contributed to the Brand Fund may be used to pay taxes associated with unspent amounts on deposit in the Brand Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Brand Fund. The Brand Fund will not be separately audited. We will, upon your written request (but not more than once annually), provide a copy of our unaudited annual statement of monies collected and costs incurred by the Brand Fund. We have no obligation to ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund Contributions made by franchised BCS Makereries in that geographic area, nor are we obligated to ensure that your Makery or any other BCS Makery will benefit directly or in proportion to your or its Brand Fund contribution, or that all BCS Makereries operated by us or any of our affiliates will pay the same Brand Fund Contribution. As of the issuance date of this disclosure document, the BCS Makereries operated by us and/or our affiliates do not contribute to the Brand Fund. We may terminate and reinstate the Brand Fund at any time. If the Brand Fund is terminated, all unspent monies will be distributed to franchisees operating a BCS Makery in proportion to their respective contributions to the Brand Fund accrued during the preceding three-month period. (Franchise Agreement Section 10(a)).

In our fiscal year ended ~~January 1~~December 31, 2023, the Franchisees contributed a total of ~~\$2,505,483~~\$2,857,110 to the Brand Fund. The Brand Fund expenses were as follows:

Type of Expenditure	Amount	Percentage
E-Com Marketing	\$35,332 <u>0</u>	4 <u>0</u> %
Public Relations	\$214,640 <u>33,440</u>	8 <u>1.1</u> %
Paid Media	\$929,812 <u>985,380</u>	33 <u>31.2</u> %
In-Store Marketing & Signage	\$246,924 <u>402,438</u>	9 <u>12.7</u> %
Agency Services	\$1,241,549 <u>1,709,243</u>	44 <u>54.0</u> %
Other	\$128,128 <u>32,655</u>	5 <u>1.0</u> %
TOTAL*	\$2,796,386 <u>\$3,163,156</u>	100%

*Amounts spent in excess of Franchisee contributions were subsidized by us. As of the Issuance Date of this disclosure document, we do not currently consider the amounts we have subsidized to be a loan to the Brand Fund.

We will not use the Brand Fund to solicit new franchise sales. Consumer advertising copy for which the Brand Fund pays may include solicitations of interest for prospective franchisees.

Local Marketing Expenditure

In addition to your contributions to the Brand Fund, you must make the Local Marketing Expenditure in the amount that we establish periodically. The minimum aggregate amount we require you to spend on the Local Marketing Expenditure combined with your contributions to the Brand Fund for the applicable fiscal quarters (if

any), will not exceed 4% of Net Sales (which we will allocate, at our sole option, among the Brand Fund and the Local Marketing Expenditure), during any period consisting of four consecutive fiscal quarters. As of the issuance date of this disclosure document, the initial Local Marketing Expenditure is 1% of Net Sales. At our request, you will provide us with copies of invoices and other documentation reasonably satisfactory to us evidencing compliance with the Local Marketing Expenditure. If we determine that your Local Marketing Expenditure, combined with your Brand Fund Contributions, total less than the then-current percentage of Net Sales required by us during the then-most recently completed four consecutive fiscal quarters, we may notify you of any additional amounts that you must spend (up to the then-current percentage of Net Sales required by us) on local marketing. If you have not spent such additional amounts (in addition to any ongoing marketing requirements) by the end of the fiscal quarter in which you receive such notice, we may collect those unspent amounts directly from your account and contribute them to the Brand Fund, without any liability or obligation to use such funds for your local advertising. We will provide you with not less than 30 days' notice of any change in the amount of the Local Marketing Expenditure.

You must engage in local advertising, marketing and promotional activities and campaigns in accordance with our then-current standards and the Manuals. All such local advertising, marketing and promotional activities and campaigns must be approved by us in advance in writing. The Local Marketing Expenditure will be used to pay for the cost of implementing local marketing plans developed by us and adapted and implemented by you with our approval.

Advertising Cooperatives

While we do not currently, we may, at our sole option, require you to participate in certain local or regional advertising cooperatives organized and/or approved by us and composed of certain other BCS Makereries located in the geographic area in which your Makery is located. If you are required to participate in an advertising cooperative approved by us, you will be required to execute our then-current standard advertising cooperative agreement. We may terminate any advertising cooperative as permitted under the terms of the applicable cooperative advertising agreement. We may require advertising cooperatives to be formed, changed, dissolved or merged. (Franchise Agreement Section 10(j))

Special Promotions

In addition to the national, regional and local advertising described above, we may periodically develop and administer advertising, marketing and sales promotional programs in which you must participate upon the terms and conditions that we establish. Such programs are in addition to your Local Marketing Expenditure and may include marketing promotions, Product promotions, specialized Product offerings/limited time offers and similar programs. We will determine all phases of this advertising, marketing and promotion in our sole discretion. (Franchise Agreement Section 10(e))

Advertising Council

We currently have no advertising council composed of franchisees. We have no obligation to create an advertising council. We may develop such in future.

Computer Systems

You must purchase and install before opening your Franchised Business the Technology Systems that we require, including the hardware and software to run a computer-based point-of-sale system and other associated systems and peripherals ("Technologies") necessary to operate a Buff City Soap retail establishment. We will advise and work with you to select these Technologies from our approved solutions. We estimate the cost to purchase the required Technologies, from an approved vendor is between \$6,741 to \$20,000. In the future, we

may provide assistance in developing and planning installation of these Technologies and we reserve the right to charge our then-current fee in connection with said assistance. You will pay the Technology Fee in connection with your use and access of the Technologies. The Technology Fee may be modified at any time to reimburse us for costs incurred in modifying any proprietary software that we license to you and other components of the technology systems. We and our affiliates have no obligation to provide ongoing maintenance, repairs, upgrades or updates to your Technologies. (Franchise Agreement Section 8(a))

We have independent access to the information generated and stored on the Technologies. Upon notice to you, at your cost and expense, the Technologies may be electronically linked to our or our affiliate's network. You will provide us with access to any information on the Technologies as we require, with or without notice, to retrieve transaction information, including customer, sales, sales mix, usage, and other operations data as we consider appropriate. There are no contractual limitations on our right to access this information. We may require you to update periodically, upgrade or replace the POS System, but you will not be required to replace the POS System more than once every five years. (Franchise Agreement Section 8(b))

We may mandate that you offer free wireless internet access or other accepted means of communication for customers in your BCS Makery. The approved vendor of the hardware systems may charge you a fee for maintenance, repairs, updates and upgrades to hardware. The annual cost of such maintenance, repairs, updates or upgrades will depend upon the agreement with the relevant hardware vendor and service providers. We estimate the total annual cost to you of optional or required maintenance, updating or upgrading hardware is \$1,000 annually for hardware and \$1,000 every other year for software.

We may, at our option, establish and maintain a communication and collaboration platform ("Intranet") through which you and we may communicate. We will have control over all aspects of the Intranet. At our option, we may post, update and disseminate the Manual and other confidential information through the Intranet. The Intranet platform and all communications that are posted or to be posted to it will become our sole property. If established, we will have no obligation to maintain the Intranet indefinitely, and we may modify or dismantle it at any time. (Franchise Agreement Section 8(d))

Manuals

The Table of Contents for the Makery Reference Manual appears as Exhibit H to this Disclosure Document. We provide you with ~~a hard-oran~~ electronic (~~if possible~~) copy of the Makery Reference Manual, which is twenty-two pages long. The Makery Reference Manual contains digital links to approximately 250 pages of material on the topics outlined in the Table of Contents.

Initial Corporate Training Program

TRAINING PROGRAM

Subject	Pre-Training Hours	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-Opening Marketing (for 1st BCS Makery only) <u>Brand Introduction</u>	N/A <u>1</u>	4 (one 2-hour call and two 1-hour calls)	2 <u>N/A</u>	Conference Call Meeting and available space in Memphis, TN or Corporate Headquarters in Dallas, TX <u>Virtual</u>

Subject	Pre-Training Hours	Hours of Classroom Training	Hours of On-The-Job Training	Location
				and Dallas
Products, “Recipes” and Ingredients Review <u>Product and Production Overview</u>	2 <u>1</u>	N/A <u>2</u>	N/A <u>30</u>	Available space in Memphis, TN or Corporate Headquarters in Dallas, TX and/or Makery
Concept Introduction <u>Supply Chain and Inventory Management</u>	N/A	4 <u>2</u>	N/A <u>4</u>	Store Location <u>Virtual, Dallas and/or Makery</u>
Position Training, Customer Service and Quality Control <u>General Operations</u>	N/A	4 <u>3</u>	54 <u>10</u>	Available space in Memphis, TN or Corporate Headquarters in Dallas, TX and Store Location <u>Virtual, Dallas and/or Makery</u>
POS Training <u>Business Administration</u>	N/A	2	4 <u>N/A</u>	Store Location <u>Virtual, Dallas and/or Makery</u>
Business Administration <u>Guest Services & Merchandising</u>	N/A	N/A <u>1</u>	6 <u>1</u>	Available space in Memphis, TN or Corporate Headquarters in Dallas, TX and/or Makery
Marketing, Advertising and Promotion <u>E-Commerce</u>	N/A	2 <u>1</u>	N/A <u>0.5</u>	Available space in Memphis, TN or Corporate Headquarters in Dallas, TX and/or Makery
Financial Management <u>Marketing Advertising & Promotions</u>	N/A	N/A <u>6</u>	4 <u>1</u>	Store Location <u>Virtual, Dallas and/or Makery</u>
Total Hours	2	13 18	70 48.5	

*Metropolitan Memphis, TN area as space is available in hotels or conference or business centers or our corporate headquarters located at 5294 Beltline Road, Suite 100, Dallas, TX 75254..

You, your Operator, and your General Manager (“Trainees”) must attend our initial corporate training program. Within a reasonable time following the execution of your Franchise Agreement, we will provide our initial corporate training program to the Trainees. If authorized by us in writing after the development of your first Makery, the Trainees may also be the trainer. Where space is available in a regularly scheduled corporate initial training program, you may bring up to two additional personnel to training at no additional cost other than such personnel’s travel and staff costs incurred. ~~Our initial corporate training program is up to 15 days in duration.~~

We provide on-site training, initial corporate training and initial pre-opening training for up to 21 days to assist you with your initial corporate training and pre-opening activities for your Franchised Business for a maximum of two locations opened by you or entities affiliated with you. This training may be located in our corporate office in Dallas, TX, alongside a BCS Makery location chosen by the Franchisor. Initial Corporate Training is up to seven days. Initial Preopening Training for a BCS Makery opening is up to seven days per Makery for a maximum of two locations.

While it is recognized that training ~~and certification~~ is a critical element to maintaining brand standards, we equip you with the ability to conduct training ~~and certification~~ of your own staff. Following the training ~~and certification~~ of completion by you, we, during periodic field visits, will evaluate the ability of your staff to perform their individual jobs to brand standards and will consult with you about retraining their staff if any deficiencies are noted. Upon completion of initial training, Management and staff training will be your sole responsibility and will be conducted by you and your management.

Our initial corporate training program may include on-line training, classroom sessions, and actual work experience ~~and a train-the-trainer program~~. In order to reflect updates for your business needs, our training program, training materials, and Manual are all subject to change without notice. The time and subject allocation of the initial corporate training program may also vary based on factors such as the experience of your employees being trained. In addition, Buff City Soap may develop pre-training materials (print and electronic) that you and other attendees will be required to complete prior to attending initial training. You may be required to show competency in the pre-training material prior to attending training. Failure to show competency in the pre-training material may result in you not being able to attend initial corporate training and may result in an additional training fee of \$5,000.00.

With respect to your first two BCS Makery openings, once the BCS Makery has been approved for opening by us, we also provide up to seven days (as determined by us in our sole discretion) of additional local, on-site ~~opening support~~ Initial Preopening Training at your Makery (“On-Site Training”). There is no additional fee paid to us for this initial on-site pre-opening support and training for your first two BCS Makery openings. With respect to any opening support that we agree, in our sole discretion, to provide to you after your first two BCS Makery openings, you must pay our then-current fee. You will also receive periodic field support and consultation in person, electronically, etc. during the term without any additional fee.

The individual in charge of our initial corporate training program is:

Trainer	Years of Training Experience	Years of Experience with Us
Casey Daniel – SVP Operations	16 <u>17</u> years	18 <u>26</u> months

The resources used during and after the completion of the required training is the “Makery Reference Manual” incorporated as part of the Manuals. We currently do not charge for training material, but we may do so in the future.

The ~~initial corporate training~~ Initial Corporate Training program is mandatory for your Operator, General Manager and trainer and, other than ~~On-Site~~ Initial Preopening Training, must be completed by a minimum of 90 days prior to your first BCS Makery opening date as we determine necessary. On-Site Training must be completed by a minimum of 14 days prior to your BCS Makery opening date. We may modify an opening date you propose based upon the projected date of successful completion of the training program by you, your Operator and/or General Manager. We require that you must always have a ~~certified~~ trained manager in the BCS Makery and/or be in the process of having a manager trained ~~and certified~~.

If your Operator or General Manager leave your employment for any reason, you must hire a replacement within 30 days who must attend the next initial corporate training program class we make available and complete it to our satisfaction. We reserve the right to charge a reasonable fee for any initial corporate training provided to any replacement or successor Operator, General Manager or other management personnel as we require. In writing we may approve them to conduct the training, at sole discretion to us.

We may conduct training at regional meetings and reserve the right to require that you, your Operator, your General Manager, assistant manager and those other management personnel attend. We may charge a reasonable training fee for these regional meetings. You, and your Operator ~~and your General Manager~~ must attend our Annual Conference if we hold one. As of the date of this disclosure document, the Annual Conference Fee is \$1,500 per attendee. We may increase the fee to up to \$2,500 per attendee.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from Makeries that we own, or from other channels of distribution or competitive brands that we control.

Franchise Agreement

The franchise you are granted will be for one specified location approved by us. When you sign the Franchise Agreement, unless you have selected and we have accepted the precise location of the Franchised Business, we will designate an area defined by zip codes, a map, shopping areas, or other means (the “Designated Area”). You must find a location acceptable to us within the Designated Area during the 60-day period after you sign the Franchise Agreement. During this period, we will not grant a BCS Makery franchise to any other party and our Affiliates will not open or develop another BCS Makery within the Designated Area. You must find a location acceptable to us within the Designated Area. When we accept the location within the Designated Area you propose, we will fix the boundaries of a “Protected Area” for the Franchised Business.

There will be no minimum geographic size to your Designated Area or Protected Area. The Protected Area will be determined by the demographics and population size specific to your location. The minimum population size of the target demographic group within your Protected Area is determined on a case-by-case basis depending on the results of demographic research. Protected Areas will range in size from a site-specific location, i.e., a street address, to a block, a zip code, or a defined measurable area, depending on where your Makery is located. Typically, Makeries located in metropolitan areas will receive a smaller Protected Area than Makeries located in suburban/rural areas. Your Protected Area will be described in Exhibit G to your Franchise Agreement. During the term of your Franchise Agreement, and provided that you are not in default, we will not establish or license another person to establish another Makery within your Protected Area.

We generally will consider the relocation of a Franchised Business under the same criteria as we would consider for an application to approve any new location, such demographics, traffic patterns, physical site profiles, access, parking, competition in the market area, and other factors.

You do not have a right of first refusal to establish additional locations in your Protected Area, nor will you have any similar rights to obtain additional franchises.

During the term of the Franchise Agreement, neither we nor our affiliates will operate, franchise or license any other person or entity to operate a BCS Makery in the Designated Area until your Protected Area is identified, and, thereafter, will not operate or authorize any person other than you to operate a BCS Makery in the Protected Area. This restriction will not apply to any BCS Soap operating or under development by any person within the Designated Area as of the effective date of the Franchise Agreement. The Protected Area will be determined by us and stated in an Exhibit G of the Franchise Agreement that we send you.

The continuation of territorial protection under the Franchise Agreement does not depend on the achievement of any specific sales volume, market penetration or other contingency. We retain no rights to modify your Protected Area.

We retain all rights within and outside the Protected Area except those that are expressly granted to you in the Franchise Agreement. You will receive no compensation if we exercise our reserved rights. Without limiting the preceding sentence, we retain ~~(i) the right to use other channels of distribution (such as the Internet, catalogues, telemarketing, direct marketing) to make sales within a franchisee's territory while using our principal trademark, (ii) the right to use other channels of distribution (such as the Internet, catalogues, telemarketing, direct marketing) to make sales within a franchisee's territory while using any trademarks other than our principal trademark-;~~

(1) to advertise and promote the System within and outside the Protected Area;

(2) to operate and license or franchise other persons to operate a BCS Makery at any location outside of your Protected Area;

(3) except for the restriction against the establishment of another BCS Makery in the Protected Area, to offer and sell, and authorize others to offer and sell, any products and services, including those offered and sold at BCS Makeries (such as packaged personal care products, clothing, merchandise and other Buff City Soap memorabilia), under the Marks or other trademarks at or from any location or through any channel of distribution (spas, salons, boutiques, supermarkets, discount stores, department stores and convenience stores, hospitals, health care facilities, airports, stadiums, business or industry locations (e.g. manufacturing site, office building, distribution facilities), military installations, military commissaries, universities, schools, the internet (or any other existing or future form of electronic commerce), other retail locations or wholesale channels and other retail facilities such as kiosks and multi-brand facilities providing a limited number or representative sample of the Products and services normally offered by a BCS Makery);

(4) to establish and operate, and license others to establish and operate, any business other than a BCS Makery, including other shops or retail businesses, under the Marks or under other marks, including Makeries or other businesses that we or its affiliates may operate, acquire, be acquired by, or be merged or consolidated with; and

(5) to establish and operate and license others to establish and operate, BCS Makeries and other retail facilities in any Reserved Area whether or not located within the Protected Area. A Reserved Area is any location that by its nature is unique and separate in character from locations generally developed as BCS Makeries, which include military bases, airports, shopping malls, hospitals, campuses, schools, hotels, casinos and other mass gathering locations or events. Because we may operate and authorize others to operate BCS Makeries in any Reserved Area, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The Protected Area described above will affect where you and other franchisees may solicit business sell products and services. You can sell services and products to anyone from anywhere so long as your sales do not result from any direct solicitation activities by you and the services you provide and products you sell are being performed within your Protected Area. We, other franchisees, licensees and company-owned businesses reserve the same right to service members and sell services and products to anyone from anywhere without compensation to you. You are prohibited from soliciting and marketing by any means (i.e. promotional materials, advertisements, Internet, social media, mobile applications, SMS texting, telephone, or any other means, electronic or otherwise) outside of your Protected Area and you must not specifically engage in target marketing ("Target Marketing") within the Protected Area of another Buff City Soap® Makery (franchise and/or a company/affiliate owned business). Target Marketing means a concerted effort by a franchisee to solicit and obtain customers through any type of advertisement or marketing, directed at all or a portion of another

franchisee's Protected Area. You may sell and ship products to people located outside your Protected Area so long as your sales are not the result of solicitations outside your Protected Area or the result of Target Marketing activities by you.

You do not have the right to establish any additional or alternative channels of distribution (i.e., the Internet, Social Media or any other electronic means, including the telephone and SMS texting) without the express written permission of us that may be withheld at our sole discretion. We and our affiliates may develop alternative distribution channels for our proprietary products and those alternative distribution channels may compete with you. We provide no assurances that those alternative distribution channels will be offered as franchises or, if offered as franchises, that they will be offered to BCS Makery franchisees in those market areas.

You will not receive any compensation for any additional or alternative channels of distribution.

We and our affiliates may in the future franchise personal care product retailers under a different trademark (an "Affiliate Concept") that will sell goods or services similar to those a System franchisee will offer, or goods and services that are not similar to those a System franchisee will offer. Such a business could be located or have an outlet in the Protected Area. Affiliate Concept outlets may compete with your BCS Makery. Such Affiliate Concept outlets could be located or have an outlet in or near the Protected Area. The Franchise Agreement and Development Agreement we sign do not restrict or limit the ability of us or our affiliates to create, open, operate and franchise Affiliate Concepts within or outside the Protected Area. You have no right or option to participate in any franchise or license program, or to own an Affiliate Concept outlet, or to be paid any compensation relating to an Affiliate Concept outlet. We may join with our affiliates to leverage the buying power of all Affiliate Concept outlets and the System to obtain better quality service, pricing and availability from common approved suppliers, purveyors, and vendors of goods and services used by the BCS Makery chains.

As of the date of this Disclosure Document, we have no plans to operate or conduct a business similar to that being offered under a different trademark including, similar goods and services, a different trademark, franchisor owned or operated outlets with such characteristics, or solicitation or acceptance of orders under a different trademark. As a result of having no plans to do the foregoing, there is no plan in place for the same or a similar operating business that exists to provide the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Development Agreement

If you sign a Development Agreement you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

The Development Agreement identifies the development territory within which you must develop multiple Franchised Locations under the Development Schedule (the "Territory"). The Territory will be a geographic area described in the Development Agreement and chosen by a method of delineation that we determine is appropriate under the circumstances. During the term of the Development Agreement, we will not operate or license any other person or entity to operate a BCS Makery within your Territory or operate, directly or indirectly, nor grant to persons the right to operate, a Competitive Business (as defined in the Development Agreement and as described in Item 17) located within the Territory; provided that, we and our affiliates will have the right to: a) establish and operate, and grant persons the right to establish and operate, Competitive Businesses located within the Territory under marks and business methods the rights to which are acquired by us and our affiliates pursuant to, as the result of, or in connection with a merger with or acquisition by any entity or acquisition by us or our affiliates of any entity, including an asset transfer; and b) in such case, operate or grant to

persons the right to operate such Competitive Business as a BCS Makery. We reserve with respect to the Territory the same rights that we reserve with respect to the Protected Area described above.





Failure to comply with the Development Schedule is a material breach of the Development Agreement and will result in termination of your right to develop additional BCS Makerries in the Territory. The factors we consider in our decision to accept or reject a proposed site may change during the term of the Development Schedule under the Development Agreement, and we will use our then-current criteria to evaluate each site.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to operate a Franchised Business under the Marks. Holdings has registered with the United States Patent & Trademark Office (“USPTO”) on the Principal Register the following Marks identified in the “Registration No.” column. Holdings has registered with the USPTO on the Principal Register the following Marks:

Mark	Registration/Application Date	Registration No.
BUFF CITY SOAP	February 13, 2018	5,399,187
	January 15, 2019	5,654,079
	February 23, 2021	6,277,681
	February 23, 2021	6,277,676
	January 15, 2019	5,654,078
SOAP MAKERY	January 15, 2019	5,654,077
FEROCIOUS BEAST	February 26, 2019	5,684,101
Soap Whip	January 11, 2022	6,612,505

All required affidavits have been filed. No renewals have yet been required.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings affecting the Marks. There is no pending material federal or state court litigation involving the use or ownership rights in a Mark. We know of no superior rights or infringing uses that could materially affect your use of our Marks.

Effective May 29, 2018, Holdings licensed the Marks and the System to us under a trademark license agreement. We are granted a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use and sublicense the Marks. If this trademark license agreement is terminated, Holdings has the right to require franchisees to stop using the Marks and the System.

We have no affirmative duty to protect your right to use the Marks but intend to take appropriate actions if the need arises. You must notify us immediately of any apparent infringement or challenge to its use of any Mark or other intellectual property, or of any claim by any person of any rights in any Mark or other intellectual property and will not communicate with any person other than us and our attorneys, and your attorneys, in connection with any such infringement, challenge or claim. We have the sole right and option to take such action as we deem appropriate and the right to control exclusively any litigation arising out of any such infringement, challenge or claim or otherwise relating to any Mark or other intellectual property, including the taking of such legal steps as may be available to us under applicable law to prevent infringement of the rights granted under the Franchise Agreement. You will sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in the Marks or other intellectual property.

We do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving a Mark we license to you or if the proceeding is resolved unfavorably to you. We may, at any time, at our sole option, require you to use any additional or alternative Marks or other intellectual property. If we deem it advisable to modify or discontinue the use of any Mark or other intellectual property and/or use one or more additional, alternative or substitute trade or service marks, you will comply with our directions within a reasonable time after receiving notice from us. You will be responsible for all costs and expenses relating to the modification or discontinuance of the use of any Mark, other intellectual property and/or the use of one or more additional, alternative or substitute trade or service marks. You do not have any rights under the franchise agreement if we require you to modify or discontinue using a trademark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Other than our copyright in our Manuals and the copyrights listed below, we do not own any patents or copyrights and have no pending patent applications material to your Makery.

We own certain proprietary information that constitutes trade secrets that you may use in the operation of your Makery, which includes, without limitation, the Standards; the Manuals; any components and ingredients, formulae and formulations applicable to Products; our or our affiliate's product and raw materials sourcing, pricing, manufacturing, inventory management and control, supply and distribution; technology, point of sale, and related computer software; advertising, marketing and promotional programs including gift card, loyalty and customer reward programs; Customer Data; financial data and statements; training and operational methodology content (including without limitation inventory and financial controls) and management programs; and any other information or data regarding the business of us or any of our affiliates that would reasonably be considered the proprietary or confidential information of us or our affiliates. You will have the right to use the proprietary

information contained in the Manuals. Although we have not (yet) registered our copyright in the Manuals, we do claim copyrights in them, and the information contained in them does constitute proprietary information. You must protect our proprietary information from unauthorized use and disclosure and must require your Operator and General Manager to sign confidentiality agreements in the form we require, as detailed in Item 15. You must tell us promptly when you learn about any unauthorized use of the Manuals, or the information contained in it. We have no obligation to take any action in that event; however, we will respond as we consider appropriate.

There are no currently effective material determinations of the United States Copyright Office or any court, or any pending material proceeding that would affect our copyrights. We have no agreements that would limit our right to license the use of any existing or future patents, copyrights or proprietary information. Although not obligated under any express provision of the Franchise Agreement, we intend to protect our rights in our existing and future patents, copyrights and proprietary information.

If anyone institutes or threatens litigation involving any of our patents, copyrights or proprietary information against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation.

We will have control over the defense and settlement of any administrative proceeding or litigation regarding any patents, copyrights or proprietary information relating to the System. You also must notify us immediately when you learn about any infringing use of our patents, copyrights or proprietary information or any challenge to your use of our patents, copyrights or proprietary information.

We do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving any patents, copyrighted material, or proprietary information licensed by us to you or if the proceeding is resolved unfavorably to you.

If we must discontinue the use of any of our patents, copyrighted materials, or proprietary information relating to the System, we reserve the right to substitute different materials and/or information for use in your Franchised Business, but we have no obligation to compensate you for the discontinuance or modification of any patents, copyrighted material, or proprietary information. We know of no infringing rights that could materially affect you. You do not have any rights under the franchise agreement if we require you to modify or discontinue using a patent, copyrighted material, or proprietary information relating to the System.

We intend to renew any future registered copyrights when the registration expires.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

While you are responsible for the operation of your Makery, you are not required to participate personally in the direction of the operation of your Makery. Concurrently with your execution of the Franchise Agreement, you must designate and retain at all times an Operator who will manage the Makery consistent with our standards. The Operator is not required to be one of your owners. The Operator must complete our training program to our satisfaction and sign the Confidentiality and Non-Compete Agreement attached as Exhibit D to the Franchise Agreement. The Operator will supervise your General Manager (described below) and the operations of the Makery. The Operator may not be involved in or supervise any other business or retail establishment concept outside of BCS Makeries. If, during the term of the Franchise Agreement, the Operator is not able to continue to serve in that capacity or no longer qualifies, you must promptly notify us in writing and designate a replacement

Operator meeting our requirements within 30 days after the Operator ceases to serve. You must provide interim management for all of your Makeries until the replacement Operator is designated.

At least 60 days prior to the opening of your Makery, you must designate and retain at all times a General Manager qualified to manage the Makery consistent with our standards. The General Manager is not required to be one of your owners. The General Manager must complete our training program to our satisfaction. If, during the term of the Franchise Agreement, the General Manager is not able to continue to serve in that capacity or no longer qualifies, you must promptly notify us in writing and designate a replacement General Manager meeting our requirements within 30 days after the General Manager ceases to serve. You must provide interim management for all of your Makeries until the replacement General Manager is designated. The General Manager must sign our Confidentiality Agreement attached as Exhibit C to the Franchise Agreement. To the extent that our confidential information will be provided to your advisors, representatives, agents, or any personnel, each applicable individual must also sign our Confidentiality Agreement.

If you are a business entity (but not publicly traded), each Person holding a direct or indirect Equity Interest in you or in any of your affiliates as designated by us and your officers and directors must guarantee your obligations and agree to a restriction on the transfer of their equity ownership interests under the Guaranty and Restriction Agreement attached as Exhibit B to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchised Business under the System as specified in the Franchise Agreement, the Manuals, and in our standards and policies. You may not engage in any business or offer any other services or products at your Franchised Location that is or are not a part of the System or without our express authorization in advance. You must offer for sale all of our products and services except those items we designate as optional. You may not offer additional products or services without our prior written consent. We retain the right to modify the Manuals to modify, discontinue or add to the goods and services that you must sell in your Franchised Business, which may include new or modified products and recipes, methods of product preparation, and the installation and use of new or modified manufacturing equipment. There are no limits on our right to make these changes. There are no limits on the customers to whom you may sell from the Franchised Location.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all advertising and promotion in any medium, ~~(including websites,~~ Internet postings or markings) must be conducted in a dignified manner and must conform to the standards and requirements in the Manuals, the Franchise Agreement or otherwise. You must obtain our approval before you use any advertising or promotional materials and plans. You must obtain our written approval of the ~~content and design of any website or~~ Internet posting or marketing for the Franchised Business in advance of such use, and that use must be in compliance with our policies, including the use and presentation of the Marks. We may provide or sell to you apparel and other promotional items to use or resell at the Franchised Business.

You must participate in all customer surveys, satisfaction audits, and customer complaint resolution and other programs as we may periodically require. We may use the scores and comments from such programs to evaluate whether or not you meet System Standards, are eligible for additional franchises, or comply with your Franchise Agreement. As of the issuance date of this disclosure document, we have not established a guest survey feedback program.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

Franchise Agreement

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in that agreement attached as Exhibit A to this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	3(a)	Initial term commences on the date you sign your Franchise Agreement and expires 10 years from the opening date of your Makery.
b.	Renewal or extension of the term	3(b)	You may renew the franchise for two consecutive five-year terms.
c.	Requirements for you to renew or extend	3(c)	Requirements include - provide six months' advance notice of renewal, not be in default or have been in default within 12 months prior to your election, have substantially complied with the Franchise Agreement, your Makery must not be in the bottom quartile of average monthly Net Sales of all BCS Makerries operating during the 12 months prior to your election, sign our then current form of the Franchise Agreement, execute a general release of claims, complete any retraining program we may require, present documentation satisfactory to us that you have the right to remain in possession of the premises for your BCS Makery and pay a renewal fee of 50% of our then current initial franchise fee. The franchise agreement we offer at the time of renewal may contain materially different terms, conditions and fees from the original franchise agreement. At the end of the initial term and the first renewal term, you must also upgrade your BCS Makery to our current entry standards and design elements, upgrade to our current equipment package and install our current point-of-sale system and other technology hardware and software.
d.	Termination by you	20(b)	You may terminate the Franchise Agreement only if we substantially fail to perform any of our material obligations to you under the Franchise Agreement. You must give us written notice of and 60 days to cure the failure. If the failure is not cured within 60 days, you may terminate the Franchise Agreement upon written notice. You may also terminate under any grounds permitted by applicable law.
e.	Termination by us Without cause	None	We may not terminate your Franchise Agreement without cause.
f.	Termination by us with	20(a)	We may terminate your Franchise Agreement after written

	Provision	Section in Franchise Agreement	Summary
	cause		notice of a curable default if you fail to cure within the applicable cure period under the Franchise Agreement or such longer period as required by law, or immediately upon written notice of an incurable default unless a longer notice period is required by law. We may terminate your Franchise Agreement if an Area Development Agreement between us and you or your affiliate is terminated.
g.	“Cause” defined - curable defaults	20(a)	A curable default consists of the breach of any of your obligations under any agreement with us or our affiliates, other than an incurable default listed below. If you do not remedy a curable default within 30 days after notice of a non-monetary default (except in the event of your violation of any law relating to health, sanitation, or the environment, refusal to permit us or our agent entry to inspect your Makery, or failure to maintain required insurance, in which case such default must be cured in 24 hours, or your understatement or failure to report accurately Net Sales, in which case such default must be cured within three days) or within five days after notice of a monetary default, we may terminate your Franchise Agreement. These cure or notice periods may be extended by applicable law in your state.
h.	“Cause” defined - non-curable defaults	20(a)	Non-curable defaults include - (1) you close or abandon the Makery for a period of two or more consecutive business days or (except on United States federal holidays where all BCS Makereries are closed) (except those on which all BCS Makereries are closed), without giving at least thirty (30) days written notice to us in connection with planned and approved renovations, except for any closure we approve in advance and except during the pendency of any force majeure event; (2) you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property or any order appointing a receiver, trustee, or liquidator of you or your Makery is not vacated within 30 days following the entry of such order; (3) any bankruptcy proceeding is commenced against you (or any affiliate or principal) or you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay debts as they become due; (4) you or any of your principals or affiliates is or has been held liable or convicted of, pleads or has pleaded no contest to, a felony, indictable offense, or other unlawful act, or otherwise engages in any act or conduct that we believe will materially affect the reputation of the Brand; (5) you (or any principal or affiliate) makes any material misrepresentation or omission in connection with the Franchise Agreement that negatively impacts us; (6) you fail to acquire the Premises as required by the Franchise Agreement; (7) you surrender or transfer control of the

	Provision	Section in Franchise Agreement	Summary
			operation of the Makery without our prior written consent; (8) your misuse our unauthorized use of the Marks; (9) unauthorized transfer; (10) our delivery of a notice of termination of another agreement with you or your affiliate (including the Development Agreement); (11) cancellation of the Makery lease or failure to perform materially under the lease and cure within the applicable cure period, if any; (12) failure to pay applicable taxes on the Makery's operations, absent good faith dispute; (13) failure to achieve passing score for KPI Assessment for two or more consecutive Assessments within any 12-month period; (14) you (or any of your principals) fails on three or more separate occasions within any 12-month period to submit reports when due, pay amounts to us or our affiliates when due, or otherwise materially comply with the Franchise Agreement, regardless of whether those failures are corrected after notice; and (15) you (or any of your principals or affiliates) violates any applicable law or has any necessary license or certification revoked or suspended.
i.	Your obligations on termination/non-renewal	21	You must (1) abide by the non-competition provisions of the Franchise Agreement; (2) promptly pay us and our affiliates all amounts owed; (3) refrain from using the System, the Marks, and Confidential Information; (4) de-identify the Makery; (5) return to us the Manuals and other Confidential Information; (6) cease to hold yourself out in any way as our franchisee or to do anything that would indicate any relationship between you and us; (7) transfer to us or our designee or cancel any email address, domain name, search engine, website or social media account that associates you with us or the System and authorize the transfer of any telephone numbers or listings associated with the Marks to us (or authorize the telephone company to forward all calls made to your phone numbers to the numbers we specify; and (8) comply with all restrictive covenants and continuing obligations in the Franchise Agreement. In addition, if we terminate the Franchise Agreement for any reason other than our default and failure to cure, you must pay us liquidated damages (as detailed in Item 6).
j.	Assignment of contract by us	18(a)	We may assign our interest in the Franchise Agreement, in whole or in part, to any person.
k.	"Transfer" by you-defined	1	Transfer means any voluntary, involuntary, direct or indirect assignment, transfer, sale, conveyance, disposition, gift, encumbrance, pledge, hypothecation, or mortgage by you or any of your principals of all or any part of your rights, interests or obligations in the Franchise Agreement, you, the Makery (including the Premises), the Operating Assets or any

	Provision	Section in Franchise Agreement	Summary
			Equity Interest, directly or indirectly, in you to any Person or any other transaction that would, alone or together with other previous, simultaneous or proposed Transfer, have the effect of transferring Control of you, the Franchise Agreement, or substantially all of the assets of the business operated under the Franchise Agreement.
l.	Our approval of transfer by you	18 (b)	Generally, no Transfer is permitted or authorized without our prior written approval.
m.	Conditions for our approval of transfer	18(c)	Conditions may include: (1) the proposed transferee must satisfy all of the requirements and conditions then being used to qualify a person as a new franchisee; (2) the proposed transferee must comply with training requirements; (3) you must satisfy all of your accrued monetary obligations to us and our affiliates; (4) you must be in full compliance with the Franchise Agreement; (5) you must execute and deliver a general release of all claims against us and our affiliates; (6) the transferee must execute and deliver our then current form of franchise agreement; (7) you must pay us a transfer fee (See Item 6); and (8) you must comply with any other conditions that we may reasonably require as part of our transfer policies.
n.	Our right of first refusal to acquire your business	18(f)	If you or any of your principals desire to make a Transfer, we have the option to purchase that interest on the terms and conditions included in the offer and must exercise the right within 30 days after our receipt of the offer.
o.	Our option to purchase your business	22	Upon expiration or termination of the Franchise Agreement, we have an option to purchase your Makery as a going concern or the Operating Assets, as applicable, according to the terms included in Exhibit H to the Franchise Agreement.
p.	Death or disability of you	18(e)	If any of your principals that holds a Controlling Interest in you dies or becomes Permanently Disabled and we determine that such death or disability adversely affects the operation of the Makery, that principal's personal representative must Transfer that principal's interest in the Franchise Agreement or in you to a third party approved by us within six months. A failure to do so is an event of default under the Franchise Agreement.
q.	Non-competition covenants during the term of the franchise	19(a)	You and your principals may not either directly or indirectly divert business of the Makery to any Competitive Business; or own, operate, franchise, engage in, or have any interest in a Competitive Business. A Competitive Business is any retail establishment that, as determined by us, is the same as or substantially similar to the Makeries, including any retail establishment or chain of retail establishments that has soaps, lotions, bath bombs and similar facial, body and hair care products accounting for 25% or more of its average monthly

	Provision	Section in Franchise Agreement	Summary
			gross sales. During the term of the Franchise Agreement, these restrictions apply to any Competitive Business located within the United States.
r.	Non-competition covenants after the franchise is terminated or expires	19(a)	For a period of two years after the termination, expiration, or Transfer of the Franchise Agreement, you may not engage in the conduct described in Paragraph 17.q. above. Following expiration/termination or Transfer, these restrictions will apply to any Competitive Business located within the Designated Area, at or within five miles of your Makery, or within five miles of any BCS Makery then operating or under construction in or outside the United States.
s.	Modification of the agreement	7(c), 11(a), 28(c)	We may alter the System or Manuals as we deem necessary. We and you must agree in writing to any modifications to your Franchise Agreement.
t.	Integration/merger clause	28(d)	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations made in this Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	26	Except for certain claims, all disputes must be mediated, and if not resolved, arbitrated in Dallas, Texas (subject to state law).
v.	Choice of forum	26(c)(7)	Litigation must be in the U.S. District Court for the Northern District of Texas, Dallas Division or District Courts of Texas serving Dallas County, Texas (subject to state law).
w.	Choice of law	26(b)	Texas law applies (subject to state law). Your local law may supersede this provision. See the Disclosure Document Addenda for Certain States at Exhibit E.

Development Agreement

The following table lists certain important provisions of the Development Agreement. You should read these provisions in that agreement attached as **Exhibit B** to this Disclosure Document.

	Provision	Section in Development Agreement	Summary
a.	Length of the franchise term	3(a) and Exhibit A	The Development Term expires on the earlier of the expiration date stated in the Summary Page of the Development Agreement or the date on which you open the required cumulative number of Makerries in the Territory.
b.	Renewal or extension of the term	N/A	You may not renew the Development Agreement.
c.	Requirements for you	N/A	Not Applicable.

	Provision	Section in Development Agreement	Summary
	to renew or extend		
d.	Termination by you	N/A	You may terminate under any grounds permitted by applicable law.
e.	Termination by us Without cause	N/A	Not Applicable.
f.	Termination by us with cause	12	We may terminate your Development Agreement only if you default or fail to comply with your obligations under the Development Agreement or if a Franchise Agreement between us and you or your affiliate is terminated.
g.	“Cause” defined - curable defaults	12(a)	Curable defaults include 30 days to cure failure to comply with the Development Schedule during any Development Period; five days to cure any failure to make payments owed to us; and 30 days for failure to comply with any other material provision of the Development Agreement (other than the defaults listed in Paragraph 17.h. below).
h.	“Cause” defined - non-curable defaults	12(a), 12(b), 12(c) and 12(d)	Except as prohibited under state law, non-curable defaults include bankruptcy or insolvency (our right to terminate may not be enforceable under bankruptcy law); material misrepresentation or omission by you or your principals or affiliates that negatively affect us; you or your principals or affiliates being held liable or convicted of a felony, indictable offense or other unlawful act or you or your principals or affiliates engaging in any dishonest or unethical conduct or act that may materially or adversely affect the Brand, the System or goodwill associated with the Marks; any unauthorized transfer pursuant to Section 11 by you or any of your principals or affiliates; any unauthorized disclosure or use of our Confidential Information, the Manuals, the Marks; or our Trade Secrets; any failure by you, your principals or your Designated Principal to comply with the representations, warranties and covenants in the Development Agreement; termination by us of any Franchise Agreement with you or any of your affiliates; failure to pay any taxes applicable to the operation of your business under the Development Agreement, absent a good faith dispute; three or more defaults within 12-month period, regardless of whether corrected after notice of such failure; and failure to comply with applicable law.
i.	Your obligations on termination/non-renewal	13	Obligations include ceasing development of BCS Makerries; payment of all amounts owed to us (including without limitation a lump sum payment of liquidated damages, described in Item 6); discontinuing the use of all Marks and ceasing the use of the System and our Confidential information and returning copies of the Manuals and all other proprietary or confidential materials that we loaned to you (except with respect to those BCS

	Provision	Section in Development Agreement	Summary
			Makeries operated in accordance with a continuing Franchise Agreement with us); and compliance with all post-termination covenants and obligations, including confidentiality, competition and indemnification.
j.	Assignment of contract by us	11(a)	No restriction on our right to assign.
k.	“Transfer” by you-defined	1	Transfer means any voluntary, involuntary, direct or indirect assignment, transfer, sale, conveyance, disposition, gift, encumbrance, pledge, hypothecation, or mortgage by you or any of your principals of all or any part of your rights, interests or obligations in the Development Agreement, you, the Makeries (including the Premises), or any Equity Interest, directly or indirectly, in you to any person or any other transaction that would, alone or together with other previous, simultaneous or proposed Transfer, have the effect of transferring Control, the Development Agreement, or substantially all of the assets of the business operated under the Development Agreement.
l.	Our approval of transfer by you	11(b)	No Transfer is permitted without our prior written approval.
m.	Conditions for our approval of transfer	11(c)	Except as prohibited under state law, transfer conditions include - you must be in full compliance with the Development Agreement, all Franchise Agreements and any other agreements between you or your affiliates and us and our affiliates; you must transfer all Franchise Agreements consistent with the transfer requirements set forth therein concurrently with the transfer of your Development Agreement; you and your principals must be current on all amounts owed to us or our affiliates; your proposed transferee must meet all of our then-current requirements for new developers; your transferee and its owners must submit an approved business plan for the Makeries; your proposed transferee and its principals must sign our then-current form of area development agreement and all ancillary agreements; you must pay a transfer fee; you and your principals must execute a general release in favor of us and our affiliates, principals, successors, assigns, employees and agents; and other conditions that we may reasonably require as part of our transfer policies (see also r below).
n.	Our right of first refusal to acquire your business	N/A	Not Applicable
o.	Our option to purchase your business	N/A	Not Applicable
p.	Death or disability of	11(e)	Upon death or disability of any of your principals that

	Provision	Section in Development Agreement	Summary
	you		holds a controlling interest in you or if we determine the death or disability of one of your principals adversely affects the development of the BCS Makeries, you must transfer such principal's interest in you to a third party approved by us within six months of such death or disability.
q.	Non-competition covenants during the term of the franchise	8(a)	You and your principals will not divert any business or customer to any Competitive Business or own, operate, franchise, engage in, or have any interest in a Competitive Business. During the term of the Development Agreement, these restrictions apply to any Competitive Business located within the United States
r.	Non-competition Covenants after the franchise is terminated or expires	8(a)	For the two-year period following termination, expiration, or Transfer of the Development Agreement (and, with respect to your principals, for the two-year period following the date upon which your principal ceases being a "principal" defined in the Development Agreement), no conduct as described in Paragraph 17.q. above with respect to a Competitive Business located (i) within the Territory in your Development Agreement; or (ii) within three miles of any Buff City Soap retail Makery operating or under construction in our outside the United States.
s.	Modification of the agreement	17(c)	No modifications without a written agreement signed by both you and us, except that we may unilaterally change the Manuals.
t.	Integration/merger clause	17(d)	Only the terms of the Development Agreement and its attached exhibits are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable. Nothing in the Development Agreement is intended to disclaim the representations made in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	15	Except for certain claims, all disputes must be mediated, and if not resolved, arbitrated in Dallas, Texas (subject to state law).
v.	Choice of forum	15(c)(7)	Litigation must be in the U.S. District Court for the Northern District of Texas, Dallas Division or District Courts of Texas serving Dallas County, Texas (subject to state law).
w.	Choice of law	15(b)	Texas law applies (subject to state law). Your local law may supersede this provision. See the Disclosure Document Addenda for Certain States at Exhibit E.

ITEM 18

PUBLIC FIGURES

There are no public figures involved with us or this franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location under particular circumstances.

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 Enrique Ramirez at 1-844-283-2489, the Federal Trade Commission and the appropriate state regulatory agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

~~ITEM 20~~ **ITEM 20**

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary for Years ~~2020-2022~~ 2021-2023

Outlet Type	Year	Outlets at the	Outlets at the	Net Change
Franchised	2020	23	59	+36
<u>Franchised</u>	2021	59	169	+110
	2022	169	252	+83
Company-Owned¹	2020 <u>2023</u>	7 <u>252</u>	8 <u>262</u>	+1 <u>+10</u>
<u>Company-Owned¹</u>	2021	8	6	-2
	2022	6	8	+2
Total Outlets	2020 <u>2023</u>	30 <u>8</u>	67 <u>9</u>	+37 <u>+1</u>
<u>Total Outlets</u>	2021	67	175	+108
	2022	175	260	+85
	<u>2023</u>	<u>260</u>	<u>271</u>	<u>+11</u>

Table No. 2

**Transfers of Outlets from Franchisees to New Owners
(other than The Franchisor)
For Years ~~2020-2022~~ 2021-2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2020 <u>2021</u>	20 <u>0</u>
	2021 <u>2022</u>	0
	2022 <u>2023</u>	0
Florida	2020 <u>2021</u>	2
	<u>2022</u>	<u>1</u>
	<u>2023</u>	<u>0</u>
	2021	20 <u>0</u>
	2022	10 <u>0</u>
Missouri <u>Michigan</u>	2020 <u>2023</u>	32 <u>2</u>
<u>Missouri</u>	2021	2
	2022	2
Ohio	2020 <u>2023</u>	70 <u>0</u>
<u>Ohio</u>	2021	4
	2022	0
	2020 <u>2023</u>	<u>0</u>
Texas	2021	0
	2022	1

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

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

<u>Texas</u>	2020 <u>2023</u>	140 <u></u>
	2021	8
TOTAL	2022	4
<u>TOTAL</u>	<u>2023</u>	<u>2</u>

Table No. 3
Status of Franchise Outlets¹
For Years ~~2020-2022~~2021-2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other	Col. 9 Outlet s at End of the
Alabama	2020	2	2	0	0	0	0	4
Alabama	2021	4	4	0	0	0	1	7
	2022	7	2	0	0	0	0	9
Arkansas	2020 2023	19	3	0	0	0	0	4 12
Arkansas	2021	4	3	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Arizona	2020 2023	18	0	0	0	0	0	18
Arizona	2021	1	1	0	0	0	0	2
	2022	2	0	2	0	0	0	0
Colorado	2020 2023	10	0	0	0	0	0	10
Colorado	2021	1	3	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Delaware	2020 2023	04	0	0	0	0	0	04
Delaware	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Florida	2020 2023	12	40	0	0	0	10	42
Florida	2021	4	14	0	0	0	1	17
	2022	17	8	0	0	0	1	24
Georgia	2020 2023	024	30	0	0	0	0	324
Georgia	2021	3	5	0	0	0	0	8
	2022	8	7	0	0	0	0	15
Illinois	2020 2023	015	0	0	0	0	0	015
Illinois	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Iowa	2020 2023	02	20	0	0	0	0	2
Iowa	2021	2	5	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Indiana	2020 2023	010	1	0	0	0	0	11

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other	Col. 9 Outlet s at End of the
Indiana	2021	1	4	0	0	0	0	5
	2022	5	3	0	0	0	0	8
Kentucky	2020 2023	+8 18	70 70	0	0	0	0	8
Kentucky	2021	8	9	0	0	0	0	17
	2022	17	1	0	0	0	0	18
Louisiana	2020 2023	018 18	+0 10	0	0	0	001 01	+17 17
Louisiana	2021	1	2	0	0	0	0	3
	2022	3	3	0	0	0	0	6
Massachusetts	2020 2023	06 6	0	0	0	0	0	06 6
Massachusetts	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other	Col. 9 Outlet s at End of the
Michigan	2020	0	0	0	0	0	0	0
Michigan	2021	0	3	0	0	0	0	3
	2022	3	4	0	0	0	0	7
Minnesota	2020 20 <u>23</u>	0 <u>7</u>	0	0	0	0	0 <u>1</u>	0 <u>6</u>
Minnesota	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
Mississippi	2020 20 <u>23</u>	2 <u>5</u>	1 <u>0</u>	0	0	0	0	3 <u>5</u>
Mississippi	2021	3	1	0	0	0	0	4
	2022	4	2	0	0	0	0	6
Missouri	2020 20 <u>23</u>	0 <u>6</u>	0 <u>1</u>	0	0	0	0	0 <u>7</u>
Missouri	2021	0	8	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Montana	2020 20 <u>23</u>	0 <u>8</u>	0	0	0	0	0	0 <u>8</u>
Montana	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Nebraska	2020 20 <u>23</u>	0 <u>2</u>	2 <u>0</u>	0	0	0	0	2
Nebraska	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
New-Hampshire	2020 20 <u>23</u>	0 <u>4</u>	0	0	0	0	0	0 <u>4</u>
New	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New Jersey	2020 20 <u>23</u>	0 <u>1</u>	0	0	0	0	0	0 <u>1</u>
New Jersey	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New York	2020 20 <u>23</u>	0 <u>1</u>	0	0	0	0	0	0 <u>1</u>
New York	2021	0	5	0	0	0	0	5
	2022	5	5	0	0	0	0	10
North Carolina	2020 20 <u>23</u>	0 <u>10</u>	0	0	0	0	0	0 <u>10</u>
North Carolina	2021	0	7	0	0	0	0	7
	2022	7	5	0	0	0	0	12
Ohio	2020 20 <u>23</u>	1 <u>12</u>	1 <u>0</u>	0	0	0	0	2 <u>12</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other	Col. 9 Outlet s at End of the
North Dakota	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Ohio	2021	2	5	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Oklahoma	2020 2023	0 8	0 1	0	0	0	0	0 9
Oklahoma	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Pennsylvania	2020 2023	0 2	0	0	0	0	0	0 2
Pennsylvania	2021	0	1	0	0	0	0	1
	2022	1	2	0	0	0	0	3
South Carolina	2020 2023	0 3	0 2	0	0	0	0	0 5
South Carolina	2021	0	1	0	0	0	0	1
	2022	1	2	0	0	0	0	3

Col. 1- State	Col. 2 Year	Col. 3- Outlets at Start of Year	Col. 4- Outlets Opened	Col. 5- Terminations	Col. 6- Non- Renewal s	Col. 7- Reacquired by Franchisor	Col. 8- Ceased- Operations - Other-	Col. 9- Outlet sat End of the
South Dakota	2020 <u>23</u>	0 <u>3</u>	0	0	0	0	0	0 <u>3</u>
South Dakota	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Tennessee	2020 <u>23</u>	1 <u>1</u>	8 <u>1</u>	0	0	0	0	1 <u>2</u>
Tennessee	2021	19	10	0	0	0	2	27
	2022	27	5	0	0	0	0	32
Texas	2020 <u>23</u>	2 <u>3</u>	2 <u>1</u>	0	0	0	0	4 <u>3</u>
Texas	2021	4	10	0	0	0	0	14
	2022	14	14	0	0	0	0	28
Virginia	2020 <u>23</u>	0 <u>2</u>	0	0	0	0	0	0 <u>2</u>
Virginia	2021	0	3	0	0	0	0	3
	2022	3	3	0	0	0	0	6
West Virginia	2020 <u>23</u>	0 <u>6</u>	0	0	0	0	0	0 <u>6</u>
West Virginia	2021	0	3	0	0	0	0	3
	2022	3	2	0	0	0	0	5
Wisconsin	2020 <u>23</u>	0 <u>5</u>	0	0	0	0	0	0 <u>5</u>
Wisconsin	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Total	2020 <u>23</u>	2 <u>3</u>	3 <u>7</u>	0	0	0	4 <u>0</u>	5 <u>9</u>
Total	2021	59	114	0	0	0	4	169
	2022	169	86	2	0	0	1	252
	2023	252	12	0	0	0	2	262

(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 ~~2020-2022~~2021-2023

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

Col. 1 State	Col. 2 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
Colorado	2020	3	0	0	0	0	3
Colorado	2021	3	0	0	0	3	0
	2022	0	0	0	0	0	0
Mississippi	2020 2023	1 0	0	0	0	0	1 0
Mississippi	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Tennessee	2020 2023	3 1	0	0	1 0	0	2 1
Tennessee	2021	2	1	0	0	0	3
	2022	3	0	0	0	0	3
Texas	2020 2019 2020 2023	0 3	2 0	0	0	0	2 3
Texas	2021	2	0	0	0	0	2
	2022	2	2	0	0	0	4
TOTAL	2020 2023	7 4	2 1	0	1 0	0	8 5
	2021	8	1	0	0	3	6
	2022	6	2	0	0	0	8
TOTAL	2023	8	1	0	0	0	9

Table No. 5
Projected Openings as of January 1, ~~2023~~[2024](#)

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	0	0 3	0
Arizona	0	0	0
Arkansas	0	0	0
Colorado	0	0	0
Delaware	0	0	0
Florida	0	0	0
Georgia	0	1 0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	1 0	0
Kentucky	0	0	0
Louisiana	0	0	0

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
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	1 0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	1 0	0
New Hampshire	0	1 0	0
New Jersey	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	2 0	0
Ohio	0	1 0	0
Pennsylvania	0	2 0	0
South Carolina	0	0 1	0
South Dakota	0	1 0	0
Tennessee	0	1 0	0
Texas	0	0	1 0
Virginia	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
TOTAL	0	114	10

Exhibit I contains the contact information of all franchisees as of ~~January 1~~December 31, 2023. During our fiscal year ended ~~January 1~~December 31, 2023, ~~two~~no 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.

~~{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}~~

ITEM 21

FINANCIAL STATEMENTS

Included in Exhibit F are our audited financial statements for fiscal years ending December 31, 2023, January 1, 2023, and January 2, 2022, ~~and December 31, 2020~~, and our unaudited interim financial information for the period ~~January 2~~ December 31, 2023, to ~~July 2~~ May 31, ~~2023~~ 2024. Our current fiscal year end is December ~~31~~ 29, ~~2023~~ 2024.

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 J	Commissary Amendment
Exhibit K	Training Liability Waiver

ITEM 23

RECEIPT

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

EXHIBIT A
FRANCHISE AGREEMENT

EXHIBIT B
DEVELOPMENT AGREEMENT

EXHIBIT C
FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

THIS GENERAL RELEASE (“Release”) is executed on _____ by _____ (“[Developer/Franchisee]”) and _____ (“Guarantors”) as a condition of (1) transfer or renewal of the Development Agreement dated _____ (“Development Agreement”) between Developer and Buff City Soap, LLC (“Franchisor”); and/or (2) transfer or renewal of the Franchise Agreement dated _____ (“Franchise Agreement”) between Franchisee and Franchisor.

1. **Release by Developer /Franchisee and Guarantors.** [Developer /Franchisee] and Guarantors, on behalf of themselves and their successors, heirs, personal representatives, executors, administrators, personal representatives, agents, contractors, assigns, partners, shareholders, members, directors, officers, members, principals, employees, parents, subsidiaries, and affiliated entities, (collectively “Releasers”) freely and without any influence forever release Franchisor, its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, the “Released Parties”), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively “Claims”), that Releasers ever owned or held, now own or hold or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation, and claims arising out of, or relating to the [Developer/Franchisee] Agreement and all other agreements between Franchisee and/or any Guarantor and any Released Parties, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. **Risk of Changed Facts.** [Developer /Franchisee] and Guarantors understand that the facts in respect of which the Release in Section 1 above is given may turn out to be different from the facts now known or believed by them to be true. [Developer /Franchisee] and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **No Prior Assignment.** [Developer /Franchisee] and Guarantors represent and warrant that the Releasers are the sole owners of all Claims and rights released hereunder and that Releasers have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1 above.

4. **Covenant Not to Sue.** [Developer /Franchisee] and Guarantors, on behalf of themselves and Releasers, covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 above with respect to any Claim released under Section 1 above.

5. **Complete Defense.** [Developer /Franchisee] and Guarantors: (i) acknowledge that this Release shall be a complete defense to any Claim released under Section 1 above; and (ii) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successor, assigns, heirs and personal representatives of Franchisor and each Releaser.

7. This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

<Signatures on Following Page>

ATTEST:

Print Name: _____

WITNESS:

Print Name: _____

WITNESS:

Print Name: _____

DEVELOPER /FRANCHISEE:

Print Name: _____
Title: _____
Date: _____

GUARANTOR:

Print Name: _____
Date: _____

GUARANTOR:

Print Name: _____
Date: _____

[This Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT D
FORM OF NON-DISCLOSURE AND NON-USE AGREEMENT

THIS NON-DISCLOSURE AND NON-USE AGREEMENT (the “*Agreement*”) is made and given to Buff City Soap Franchising, LLC, a Delaware limited liability company, for the collective benefit such entity and its affiliates (collectively, “*Company*”), by the undersigned, as of the date set forth below.

BACKGROUND:

In conjunction with exploration of a potential business relationship between the undersigned and the Company (the “*Purpose*”), the undersigned has need of, may become aware of, and/or may come into possession of (i) financial information, business plans, information about the Company’s business and/or other non-public information and trade secrets that Company considers confidential or proprietary, (ii) information about a customer of Company that is non-public, confidential, or proprietary in nature, and/or that is protected by law or by order of a court, arbitrator, or other such authority, and/or (iii) information and property held by Company pursuant to a contractual or fiduciary relationship. Company is willing to disclose to the undersigned, or permit the disclosure to the undersigned of, such information and property only upon receipt of the assurances contained within this Agreement, and the undersigned is willing to give such assurances.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the undersigned hereby agrees as follows:

1. Definition of Confidential Information.

“*Confidential Information*” means any information of any type in any form that (i) is disclosed to or observed or obtained by the undersigned from Company (or from a person the recipient knows or reasonably should assume has an obligation of confidence to Company) in the course of, or by virtue of, the Purpose and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary.

For purposes of this Agreement, however, the term “Confidential Information” specifically shall not include any portion of the foregoing (other than information about the health or financial status of any person) that (i) was in the undersigned’s possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from Company, (ii) was disclosed to the undersigned by a third party not having an obligation of confidence of the information to any person or body of which the undersigned knew or that, under the circumstances, the undersigned reasonably should have assumed to exist, or (iii) is or becomes (other than by the act or omission of the undersigned) a part of the public domain not under seal by a court of competent jurisdiction.

In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

Without limiting any other provisions of this Agreement or granting by implication any rights with respect to any particular item, and whether or not otherwise meeting the criteria described herein, the following shall be deemed conclusively to be Confidential Information: (i) all information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law; (ii) any notes, compilations, analyses, or other materials created by or on behalf of the undersigned that contain, describe, or refer to information that is Confidential Information of

Company; and (iii) to the extent not generally known to the public or to third parties in the relevant industry, (A) all data, documents, flow charts, logic diagrams, design concepts, technical information, processes, standards, specifications, improvements, inventions, procedures, know-how, formulae, algorithms, source and executable codes, scripts, file layouts, database arrangements, test materials, business concepts and methods, financial information, recipes and preparation instructions for menu items, ingredients, new menu items and the like, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data, supplier lists, supplier contract and arrangement terms, non-obvious Retailer design, décor, and organization elements, and passwords, entry codes, access sequences, or the like of the Company, (B) all information and property that the recipient knows or reasonably should assume is possessed by Company through a contractual or fiduciary relationship with a third party (including without limitation property possessed or accessible pursuant to a license or other contractual arrangement, information regarding the business of Company's customer or prospective customer, the identity of any third party in a confidential relationship with Company, and information about the health or financial status of any person), and (C) this Agreement (other than the fact of its existence), the identity of Company as a party to this Agreement, and the fact of the parties' Purpose.

Any information otherwise meeting the foregoing definition of "Confidential Information" that was received by the undersigned prior to the date of this Agreement but preliminary to or in contemplation of this Agreement or the Purpose shall be deemed to be Confidential Information.

2. Non-Disclosure of Confidential Information.

Except as otherwise specifically authorized by Company in writing, the undersigned shall keep all Confidential Information disclosed to it strictly confidential and shall not disclose (or permit the disclosure by any of its employees, contractors, or agents of) any Confidential Information except as expressly approved in writing by Company or as otherwise permitted under this Agreement; provided, however, that the undersigned may disclose appropriate portions of Confidential Information to those of its employees, contractors, agents, and professional advisors who have a substantial need to know the specific information in question in connection with the Purpose so long as all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence. The foregoing notwithstanding, in the event the undersigned becomes legally compelled to disclose any Confidential Information, the undersigned shall provide Company with prompt notice thereof so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Company waives compliance with the provisions of this Agreement, the undersigned agrees to furnish only the portion of the Confidential Information that it is legally required to disclose, as advised by written opinion of counsel. The undersigned also shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment as provided in this Agreement will be accorded to the Confidential Information so disclosed.

3. Non-Use of Confidential Information.

The undersigned shall not, in any manner or at any time, use or authorize the use of any Confidential Information except as is necessary to effectuate the purposes of the Purpose.

4. Security of Confidential Information.

In addition to any other restrictions or obligations imposed at law, the undersigned will maintain all Confidential Information under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by the undersigned for the protection of its own Confidential Information of a similar kind.

5. Copying of Confidential Information.

Except as otherwise specifically authorized by Company in writing, the undersigned shall not copy or otherwise reproduce any part of any Confidential Information, nor attempt to do so, other than as is necessary to effectuate the purposes of the Purpose. Any embodiments of Confidential Information that may be generated by the undersigned, either pursuant to or in violation of this Agreement, will be deemed the Confidential Information of Company.

6. Proprietary Legends.

Except as otherwise specifically authorized by Company in writing, the undersigned shall not remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to Company's rights.

7. Compliance with Export Restrictions.

The undersigned shall comply with all applicable laws, regulations, and restrictions relating to the use, handling, disclosure, export, and transfer of the Confidential Information. The undersigned warrants that no technical data furnished to it by Company will be exported from the United States, including without limitation disclosing technical data to a foreign firm, foreign government, or foreign national not lawfully admitted to the United States as a permanent resident, without first (i) obtaining the express written consent of Company in its sole discretion and (ii) complying with all applicable requirements of the International Traffic in Arms Regulations and the Export Administration Act, including without limitation the requirement for obtaining any export license or other approval, if applicable. The undersigned shall not submit any request for authority to export any such technical data without the express written consent of Company in its sole discretion.

8. Term.

The obligations of the undersigned pursuant to this Agreement shall continue until three years following the last date that Confidential Information is disclosed to or observed or obtained by the undersigned pursuant to this Agreement; provided, however, that the obligations of the undersigned pursuant to this Agreement with respect to Confidential Information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law shall continue for as long as such information remains a trade secret; and provided, further, that the obligations of the undersigned pursuant to Section 2 of this Agreement shall continue indefinitely.

9. Acknowledgment of Rights.

The undersigned acknowledges that, as between Company and the undersigned, all Confidential Information shall be and remain exclusively the property of Company. Nothing contained in this Agreement shall be construed as granting to or conferring upon the undersigned any right, by license or otherwise, expressly or by implication, in respect of any Confidential Information or any applications thereof.

10. No Warranties.

The undersigned acknowledges that Company makes no representation or warranty as to the Confidential Information disclosed hereunder, including without limitation any representation or warranty as to accuracy, completeness, or relevance, and any implied such representations and warranties are hereby disclaimed. Company shall have no liability to the undersigned for any use of Confidential Information by the undersigned.

11. Return or Destruction of Confidential Information.

At any time or times as may be requested by Company, and in any case within 10 days following the end of the Purpose, the undersigned shall return or permanently and securely destroy all copies and other physical embodiments of the Confidential Information in its possession or under its control and permanently and securely delete any electronic embodiments of the Confidential Information from its computers and storage devices and media. Upon request of Company, the undersigned shall deliver a certificate of an officer of the undersigned that all such Confidential Information has been returned or destroyed.

12. Injunctive Relief.

The undersigned acknowledges that the Confidential Information has been and is developed and obtained by Company with considerable effort and expense or subject to legal obligations regarding its confidentiality, that the Confidential Information is unique, secret, and valuable to Company, and that any unauthorized use of Confidential Information by the undersigned, or any disclosure of the same to any third party other than as permitted under this Agreement, would be wrongful, may violate law, and would cause irreparable injury to Company. The undersigned further acknowledges that any breach of this Agreement would cause irreparable harm to Company for which an award of money damages alone would not be an adequate remedy, and the undersigned therefore agrees that Company shall be entitled to specific performance and immediate preliminary and permanent injunctive relief without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Company may be entitled as a result of a breach of this Agreement. Company shall be entitled to reasonable attorney's fees and costs incurred by it in enforcing its rights under this Agreement. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting Company's rights under applicable law to protect its Confidential Information.

13. No Partnership; No Commitment; No Exclusivity.

Except as expressly set forth in a separate written agreement between the undersigned and Company, nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (i) create any partnership or joint venture as between the undersigned and Company; (ii) be deemed a commitment by the undersigned or Company to engage in any business relationship, contract, or future dealing with or for the benefit of the other, or (iii) limit the right of the undersigned or Company to conduct discussions or engage in any undertaking, whether similar to or different from the Purpose, so long as such discussions or undertaking do not violate this Agreement.

14. Other Provisions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (other than its conflicts of law provisions) and venue shall be exclusive in the federal or state courts sitting in Shelby County, Tennessee. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable. This Agreement, including any exhibits referred to in this Agreement, all of which form a part hereof, contains the entire understanding of the undersigned and Company with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the undersigned and Company. No failure or delay in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, or privilege preclude the further exercise thereof or of any other right, power, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

[_____]

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____ Title: _____

EXHIBIT E
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
ADDENDA REQUIRED BY CERTAIN STATES

SPECIFIC STATE ADDENDUM
STATE ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following are additional disclosures for our Multistate Franchise Disclosure Document. Various state franchise laws require us to make these additional disclosures. These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures. These disclosures supplement our Disclosure Document and supersede information contained in the Disclosure Document:

FOR THE STATE OF CALIFORNIA

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.

The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

a. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. (Note: This is required to be disclosed in all filings.)

b. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

c. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. The franchise agreement requires binding arbitration. The arbitration will occur at Dallas, Texas with the costs being borne by franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

f. The franchise agreement requires application of the laws of Dallas, Texas. This provision may not be enforceable under California law.

g. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

h. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

i. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF CONNECTICUT

1. Item 3 is amended to read as follows:

Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

Neither Company nor any person identified in Item 2 above is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF HAWAII

With regard to Item 5 and Item 7 in the FDD, Hawaii has required we defer initial fees. The deferred receipt of the initial fees shall include all fees paid to the franchisor or related parties until the franchisor has completed all of their pre-opening obligations and the franchisee is open for business.

The deferred receipt of initial fees shall also include any Initial Franchise Fee associated with Area Development Agreement fees. As each franchise is opened for business, the franchisor may collect the (pro-rated) Initial Franchise Fee for the facility opened. The franchisor shall not collect the Initial Franchise Fee for any franchise in Hawaii that has not opened for business.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Item 5 is amended to state that payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF INDIANA

1. Item 8 of the Disclosure Document is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation

to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Items 6 and 9 of the Disclosure Document are amended to add the following:
The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.
3. Item 17 of the Disclosure Document is amended to add the following:
Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Item 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

Item 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MARYLAND

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 5 is amended to provide as follows: "Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Maryland Office of the Attorney General Securities Division due to Franchisor's financial condition."

2. Item 17 is modified to provide as follows: "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."
3. Item 17(b) is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."
4. Item 17(h) is modified to also provide, "The provision in the Franchise Agreement that provides that we may terminate the agreement upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)."
5. Item 17(u) is modified to also provide, "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."
6. Item 17(v) is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."
7. All representations (including the Franchisee Disclosure Questionnaire) requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to, nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.
8. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MINNESOTA

1. Item 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we 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 us, and so long as we are timely notified of the claim and 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.

2. Item 17 of the Disclosure Document is amended as follows:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Item 20 of the Franchise Disclosure Document is amended as follows:

Franchisor has posted a surety bond with the Minnesota Department of Commerce Securities Section in the amount of \$35,000. This condition of registration was imposed by the Minnesota Department of Commerce due to Franchisor's financial condition.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF NORTH DAKOTA

Item 5 of the Disclosure Document is amended to add the following:

The payment of the Initial Franchise Fee is not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee has commenced business pursuant to the franchise agreement.

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Item 17(i) of the Disclosure Document, Section 15 of the Franchise Agreement and Section 5 of the Development Agreement requires the franchisee to consent to termination or liquidated damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF SOUTH DAKOTA

Item 5 of the Disclosure Document is amended to add the following:

The payment of the Initial Franchise Fees are not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee has commenced business pursuant to the franchise agreement.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Buff City Soap Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Item 5 of the Disclosure Document is amended to add the following:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development agreement, do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment of \$~~427,783~~420,427 to \$~~1,078,424~~1,303,424. This amount exceeds the franchisor's member's equity as of January 1, 2023, which is \$(10,132,155).

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF WASHINGTON

Item 5 of the Disclosure Document is amended to add the following:

“Persons who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington state.”

“The payment of all initial franchise fees is not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business pursuant to the franchise agreement. With respect to each business the franchisee opens under the Area Development Agreement, we will prorate all development fees, such that the franchisee will pay us all development fees proportionally after we have satisfied our preopening obligations outlined in the Franchise Agreement with respect to each unit franchise. The Initial Franchise Fee for the first outlet will not be due in full after we have satisfied our preopening obligations outlined in the Franchise Agreement with respect to its first outlet.”

Item 6, Securities Offering Fee, in the amount column is revised to state the following:

“Our actual costs and fees (including counsel and accounting fees) incurred in connection with review of the offering, per Makery included in an offering.”

Item 6, Note 11 of the Disclosure Document is hereby deleted in its entirety and replaced with the following:

“11. Liquidated Damages. If we terminate the Franchise Agreement for any reason other than our default and failure to cure, within 30 days following the effective date of termination, you must pay us liquidated damages in a lump sum equal to the greater of: (1) the product of 24 multiplied by the average monthly Royalty Fees accrued during the 12-month period before the month of termination (or, if the Makery has been open less than 12 months, during the period during which the Makery has been open) or (2) if the Makery terminates prior to opening, a sum of \$25,000. If we terminate the Development Agreement, you must pay liquidated damages in an amount equal to the balance of the initial franchise fee for each Makery that you fail to develop in accordance with the development schedule based on the initial franchise fee under the then-current form of Franchise Agreement.”

Item 8 of the Disclosure Document is hereby amended to add the following:

“Item 8 does not waive franchisee protections under RCW 19.100.180(2)(d). RCW 19.100.180(2)(d) states it is a violation of the Washington Franchise Investment Protection Act for any party to “sell, rent, or offer to sell to a franchisee any product or service for more than a fair and reasonable price.”

Item 17 of the Disclosure Document is hereby amended to add “subject to state law” to the following:

The franchise agreement table in Item 17(c).

The franchise agreement table in Item 17(f)—(i).

The franchise agreement table in Item 17(m).

The franchise agreement table in Item 17(o).

The franchise agreement table in Item 17(q)—(r).

The development agreement table in Item 17(f)—(i).

The development agreement table in Item 17(m).

The development agreement table in Item 17(q)—(r).

The Disclosure Document is amended to add the following (where applicable):

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire or acknowledgement 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 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.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:

FRANCHISEE:

BUFF CITY SOAP FRANCHISING, LLC

[_____]

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

RIDER TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII

THIS RIDER is made and entered into on _____, 20____ (the "Effective Date") by and between BUFF CITY SOAP FRANCHISING, LLC, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ ("you" or "your").

HAWAII LAW MODIFICATIONS

Hawaii has required we defer initial fees. The deferred receipt of the initial fees shall include all fees paid to the franchisor or related parties until the franchisor has completed all of their pre-opening obligations and the franchisee is open for business. The franchisor shall not collect the Initial Franchise Fee for any franchise in Hawaii that has not opened for business.

The deferred receipt of initial fees shall also include any Initial Franchise Fee associated with Area Development Agreement fees. As each franchise is opened for business, the franchisor may collect the (pro-rated) Initial Franchise Fee for the facility opened. The franchisor shall not collect the Initial Franchise Fee for any franchise in Hawaii that has not opened for business.

No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” “us,” or, “our”), and _____, a _____ **[corporation, limited liability company, general partnership, or limited partnership]** formed under the laws of the State of _____, **[or a sole proprietorship]** with its principal business address _____ at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Buff City Soap Makery that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.
2. Illinois law governs the agreements between the parties to this franchise.
3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
4. Item 5 is amended to state that payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.
5. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
6. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
7. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

FRANCHISEE:

[_____]

By:_____

Printed Name:_____

Title:_____

[Link-to-previous setting changed from off in original to on in modified.]

QB\85091917-1090743715.1

RIDER ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” “us,” or “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal _____ business _____ address _____ at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Development Agreement. This Addendum is being signed because (a) you are domiciled in Illinois, and/or (b) the Buff City Soap Makery that you will operate under the Area Development Agreement and Franchise Agreement will be located in Illinois.
2. Illinois law governs the agreements between the parties to this franchise.

Item 5 is amended to state that payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.
3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
4. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[_____]

By: _____

Printed Name: _____

Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," _____ "us," _____ or, _____ "our"), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Buff City Soap Makery that you will operate under the Franchise Agreement will be located in Maryland; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Maryland.

2. **RELEASES.** The following is added to the Franchise Agreement:

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to, nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Maryland Office of the Attorney General Securities Division due to Franchisor's financial condition.

3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

FRANCHISEE:

[_____]

By:_____

Printed Name:_____

Title:_____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," _____ "us," _____ or, _____ "our"), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the "Development Agreement") that has been signed concurrently with the signing of this Addendum.

2. **RELEASES.** The following is added to the Development Agreement:

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control. All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to, nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Maryland Office of the Attorney General Securities Division due to Franchisor's financial condition.

3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” _____ “us,” _____ or, _____ “our”), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Buff City Soap Makery that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that (1) any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

5. **CONSENT TO JURISDICTION.** Sub-section 17H. of the Franchise Agreement is deleted and replaced with the following:

Subject to Sub-section 17.F. above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal

office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the CLUB is located. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement shall abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the Minnesota Franchises Law, any restrictions as to punitive damages or jury trials is deleted.

7. **INJUNCTIVE RELIEF.** The Franchise Agreement is amended with the following:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Marks, and/or the Franchise System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claim if required by this Agreement). You agree that we may seek such injunctive relief in addition to such further or other relief as may be available by law or in equity. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

8. **LIMITATIONS OF CLAIMS.** The following is added to the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[_____]

By: _____

Printed Name: _____

Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” _____ “us,” _____ or, _____ “our”), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Development Agreement”) that has been signed concurrently with the signing of this Addendum.

2. **RELEASES.** The following is added to the Development Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **TERMINATION.** The following is added to the Development Agreement:

However, with respect to franchise development rights governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure).

4. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that (1) any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

5. **CONSENT TO JURISDICTION.** Section 15 of the Development Agreement is deleted and replaced with the following:

We and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are

domiciled or the CLUB is located. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement shall abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the Minnesota Franchises Law, any restrictions as to punitive damages or jury trials is deleted.

7. **INJUNCTIVE RELIEF.** The Franchise Agreement is amended with the following:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Marks, and/or the Franchise System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claim if required by this Agreement). You agree that we may seek such injunctive relief in addition to such further or other relief as may be available by law or in equity. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

8. **LIMITATIONS OF CLAIMS.** The following is added to the Development Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," _____ "us," _____ or, _____ "our"), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) you are a resident of North Dakota and the Buff City Soap Makery that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** The following is added to the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **ARBITRATION.** The Franchise Agreement is amended to read as follows:

We and you agree that, except for controversies, disputes, or claims related to or based on improper use of the Marks or Confidential Information, all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between you and us (or our affiliates);
- (2) our relationship with you;
- (3) the validity of this Agreement or any other agreement between you and us (or our affiliates); or
- (4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Sub-section otherwise provides, according to the then current commercial arbitration rules of the

American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in or within fifteen (15) miles of our then existing principal office; provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ I, et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

5. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law and except as otherwise required by North Dakota law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section.

6. **CONSENT TO JURISDICTION.** The Franchise Agreement is amended with the following:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the Makery is located. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the North Dakota Franchise Investment Law, any restriction as to punitive damages or jury trials found within the Franchise Agreement is deleted.

8. **LIMITATIONS OF CLAIMS.** The following is added to the Franchise Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

9. So long as required by North Dakota law, Item 17(i) of the Disclosure Document, Section 21 of the Franchise Agreement and Section 5 of the Development Agreement requires the franchisee to consent to termination or liquidated damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

10. So long as required by North Dakota law, Section 26.H of the Franchise Agreement and section 15.H of the Area Development Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise

Investment Law. The provision shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

11. Section 4.1 of the Franchise Agreement is amended to add the following: The payment of the Initial Franchise Fees are not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee has commenced business pursuant to the franchise agreement.

12. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the "Development Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Development Agreement. This Addendum is being signed because (a) you are a resident of North Dakota and the Buff City Soap Makery that you will operate under the Development Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** The following is added to the Development Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **ARBITRATION.** The Development Agreement is amended to read as follows:

We and you agree that, except for controversies, disputes, or claims related to or based on improper use of the Marks or Confidential Information, all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between you and us (or our affiliates);
- (2) our relationship with you;
- (3) the validity of this Agreement or any other agreement between you and us (or our affiliates); or
- (4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Sub-section otherwise provides, according to the then current commercial arbitration rules of the

American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in or within fifteen (15) miles of our then existing principal office; provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ I, et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

5. **GOVERNING LAW.** The Development Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law and except as otherwise required by North Dakota law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section.

6. **CONSENT TO JURISDICTION.** The Development Agreement is amended with the following:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the CLUB is located. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the North Dakota Franchise Investment Law, any restriction as to punitive damages or jury trials found within the Franchise Agreement is deleted.

8. **LIMITATIONS OF CLAIMS.** The following is added to the Development Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

9. So long as required by North Dakota law, Item 17(i) of the Disclosure Document, Section 21 of the Franchise Agreement and Section 5 of the Development Agreement requires the franchisee to consent to termination or liquidated damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

10. So long as required by North Dakota law, Section 26.H of the Franchise Agreement and section 15.H of the Area Development Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise

Investment Law. The provision shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

11. Section 4.1 of the Development Agreement is amended to add the following: The payment of the Initial Franchise Fees are not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee has commenced business pursuant to the franchise agreement.

12. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

RIDERADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” “us,” or, “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) you are domiciled in Rhode Island and the Buff City Soap Makery that you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that (1) any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) to the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

3. **CONSENT TO JURISDICTION.** The Franchise Agreement is amended as follows:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the CLUB is located. Notwithstanding the foregoing, to the extent required by applicable law, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

4. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____ Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) you are domiciled in South Dakota and the Buff City Soap Makery that you will operate under the Franchise Agreement will be located in South Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in South Dakota.
2. Section 3.1 of the Franchise Agreement is amended to add the following:
"The payment of the Initial Franchise Fee is not due to Franchisor until Franchisor has completed all of its pre-opening requirements to Franchisee and Franchisee is operational."
3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” _____ “us,” _____ or, _____ “our”), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) you are domiciled in Virginia; and/or (b) the Buff City Soap Makery that you will operate under the Franchise Agreement will be located or operated in Virginia; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Virginia.

1. Section 3.1 of the Franchise Agreement is amended to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

~~RIDER~~ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN VIRGINIA

THIS ADDENDUM is made and entered into on _____, 20____ (the “Effective Date”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“we,” _____ “us,” _____ or, _____ “our”), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Development Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Development Agreement. This Addendum is being signed because (a) you are domiciled in Virginia; and/or (b) the Buff City Soap Makery that you will operate under the Development Agreement will be located or operated in Virginia; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Virginia.

1. Section 2 of the Development Agreement is amended to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchisee Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under each franchise agreement. Payment of the Initial Franchise Fee and other initial fees will be due to the franchisor, upon the franchisor’s completion of its pre-opening obligations for each franchise opened under the Development Agreement.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

THIS ADDENDUM is made and entered into on _____, 20____ (the “**Effective Date**”) by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, (“**we,**” _____ “**us,**” _____ or, _____ “**our**”), _____ and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“**you**” or “**your**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum applies to the Franchise Agreement and all related agreements. This Addendum is being signed because (a) you are a resident of Washington; and/or (b) the Buff City Soap Makery that you will operate under the Franchise Agreement will be located or operated wholly or partly in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.
2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
3. Section 4(a) of the Franchise Agreement is amended to add the following: “The payment of all initial franchise fees is not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business pursuant to the franchise agreement.”
4. The Summary Page of the Franchise Agreement is hereby amended by deleting the “Offering Fee: \$10,000 per Makery Included in Offering” and replacing it with “Offering Fee: Franchisor’s actual costs and fees (including counsel and accounting fees) incurred in connection with review of the offering, per Makery included in an offering.”
5. Section 18(a) of the Franchise Agreement is hereby amended by deleting the last sentence and replacing it with the following: “Franchisor may take or perform any such actions without liability or obligation to Franchisee and, only to the extent allowed under applicable law, Franchisee expressly waives any claims, demands or damages arising from or related to any or all of the above actions or variations thereof.”
5. Section 21(a) of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: “Franchisee will pay to Franchisor within 15 days after the effective date of expiration or termination of this Agreement, or on such later date that the amounts due are determined, such fees, amounts owed for purchases from Franchisor or its Affiliates, Interest due on any of the foregoing and all other amounts owed to Franchisor or its Affiliates which are then unpaid. If Franchisor terminates this Agreement for any reason other than Franchisor’s default and failure to cure, or if Franchisee delivers Notice of termination of this Agreement to Franchisor (notwithstanding the absence of any right of termination hereunder) within 30 days following the effective date of such termination, Franchisee will pay Franchisor liquidated damages in a lump sum equal to the product of 24 multiplied by the average monthly Royalty Fees accrued during the 12-month period before the month of termination (or, if the Makery has been open less than 12 months, during the period during which the Makery has been open), or (2) if the Makery terminates prior to opening, a sum of \$25,000. Only to the extent allowed under

applicable law, Franchisee acknowledges and agrees that the liquidated damages provided for in this Section 21(a) are a fair and reasonable approximation of the amount of damages sustained by Franchisor and are not a penalty. Payment to Franchisor of such liquidated damages will not constitute an election of remedies by Franchisor or excuse performance of Franchisee's post-termination obligations hereunder. Any payments received will be in addition to and not in lieu of any other remedies available to Franchisor at law or in equity."

6. Section 10(g) of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: "(g) Public Announcements. No public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby, the operation of Franchisee's Makery, or any Crisis Management Event will be made by Franchisee without Notice to Franchisor and Franchisor's prior approval of such communication, press release or announcement. Franchisee will not disclose the substance of this Agreement to any third party except: (1) as necessary to obtain a Lease or renewal or obtain any permit, license or other approvals; or (2) to the extent required by the lawful order of any court of competent jurisdiction having jurisdiction over Franchisee or for any public disclosure otherwise required by Applicable Law; or (3) to communicate with any state or federal regulatory or law enforcement agencies (with the parties agreeing and acknowledging that Franchisee shall not be required to provide Franchisor prior notice of any said communication or to obtain Franchisor's prior consent for any said communication). Notwithstanding the foregoing, this Section does not prevent franchisees from filing suit against the Franchisor."
7. Section 23 of the Franchise Agreement is hereby amended to add the following language: "Notwithstanding the foregoing, franchisee's obligations to indemnify, defend, reimburse, and hold harmless referenced in Section 23 of this Agreement do not extend to liabilities caused by the Franchisor Indemnitees' negligence, willful misconduct, strict liability, or fraud. Furthermore, franchisee will not be required to indemnify Franchisor or its affiliates for claims, causes of action, lawsuits, demands, proceedings, investigations, and/or hearings related to Franchisor's and its affiliates' violation of state or federal franchise laws."
8. Nothing contained in Section 24 of the Franchise Agreement obviates the duty of the Franchisor to deal with the franchisee in good faith under RCW 19.100.180(1) or limits the rights of Franchisee under the Franchise Investment Protection Act, Chapter 19.100 RCW.
8. Section 26(e) of the Franchise Agreement does not apply to those franchisees and developers covered by the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.
8. Section 26(f) of the Franchise Agreement does not apply to those franchisees and developers covered by the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.
8. Section 1 of Exhibit L of the Franchise Agreement
8. Section 1 of Exhibit L of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: "Franchisee hereby agrees to fully comply with the Supplier Terms and Conditions, which are located at <https://www.appointedd.com/terms-and-conditions>, as they may be amended from time to time by Supplier. Failure to comply with the Supplier Terms and Conditions may result in (i) suspension or termination of Franchisee's use of the Appointedd Solution, or (iii) a default under Franchisee's Franchise Agreement."
8. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

9. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
10. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
11. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
12. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
13. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
14. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
15. No statement, questionnaire or acknowledgement 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 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

[_____]

By: _____
Printed Name: _____
Title: _____

ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN WASHINGTON

THIS ADDENDUM is made and entered into on _____, 20____ (the "Effective Date") by and between **BUFF CITY SOAP FRANCHISING, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal business address at 5294 Beltline Road, Suite 100, Dallas, Texas 75254, ("we," "us," or, "our"), and _____, a _____, [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the "Area Development Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Area Development Agreement. This Addendum is being signed because (a) you are a resident of Washington; and/or (b) the Buff City Soap Makery that you will operate under the Area Development Agreement will be located or operated wholly or partly in Washington; and/or (c) any of the offering or sales activity relating to the Area Development Agreement occurred in Washington.
2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
4. RCW 19.100.180 may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
5. The Summary Page of the Area Development Agreement is hereby amended by deleting the "Offering Fee: \$10,000 per Makery Included in Offering" and replacing it with "Offering Fee: Franchisor's actual costs and fees (including counsel and accounting fees) incurred in connection with review of the offering."
5. Section 6(a) of the Area Development Agreement is amended to add the following: "The State of Washington has imposed a financial condition. With respect to each business the franchisee opens under the Area Development Agreement, Franchisor will prorate all development fees, such that the franchisee will pay the Franchisor all development fees proportionally after Franchisor has satisfied its preopening obligations outlined in the Franchise Agreement with respect to each unit franchise. The Initial Franchise Fee for the first outlet will not be due in full after Franchisor has satisfied its preopening obligations outlined in the Franchise Agreement with respect to its first outlet."
5. Nothing contained in Section 9(a) of the Area Development Agreement obviates the duty of Franchisor to deal with the franchisee in good faith under RCW 19.100.180(1) or limits the rights of Developer under the Franchise Investment Protection Act, Chapter 19.100 RCW.
5. Section 11(a) of the Area Development Agreement is hereby amended by deleting the last sentence and replacing it with the following: "Franchisor may take or perform any such actions without liability or obligation

to Developer and, only to the extent allowed under applicable law, Developer expressly waives any claims, demands or damages arising from or related to any or all of the above actions or variations thereof.”

6. Section 21(a) of the Area Development Agreement is hereby deleted in its entirety and replaced with the following: “(a) Payment of Amounts Owed. Developer will pay to Franchisor within 15 days after the effective date of expiration or termination of this Agreement, or on such later date that the amounts due are determined, such fees, interest due on any of the foregoing and all other amounts owed to Franchisor or its Affiliates under this Agreement which are then unpaid. If this Agreement is terminated by Franchisor following the occurrence of an Event of Default and Developer’s failure to cure within any applicable cure period, or if Developer delivers Notice of termination of this Agreement to Franchisor other than as a result of a material default by Franchisor (notwithstanding the absence of any right of termination hereunder otherwise), Developer will within 30 days following the effective date of such termination pay Franchisor in a single lump sum payment, as liquidated damages and not as a penalty, an amount equal to the balance of the Initial Franchise Fee for each then remaining undeveloped Shop under this Agreement. Developer’s payment of such liquidated damages will be Franchisor’s sole remedy for money damages under this Agreement for Developer’s failure to satisfy the Development Schedule. Only to the extent allowed under applicable law, Developer acknowledges and agrees that the liquidated damages provided for in this Section 13(a) are a fair and reasonable approximation of the amount of damages sustained by Franchisor. Except in connection with Developer’s failure to satisfy the Development Schedule, payment to Franchisor of such liquidated damages will not excuse performance of Developer’s post-termination obligations hereunder or preclude Franchisor from pursuing other remedies available to Franchisor for other Events of Default under this Agreement, at law or in equity, or from recovering its attorneys’ fees and costs in accordance with Section 15(h) hereof.”

6. Section 18 of the Area Development Agreement is hereby deleted in its entirety and replaced as follows: “No public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby, any Franchise Agreement or Crisis Management Event will be made by Developer without Notice to Franchisor and Franchisor’s prior approval of such communication, press release or announcement. Developer will not disclose the substance of this Agreement to any third party except Developer’s employees, consultants, attorneys and accountants and except as necessary to obtain a lease or renewal or obtain any permit, license or other approvals, or to the extent required by the lawful order of any court of competent jurisdiction having jurisdiction over Developer or for any public disclosure otherwise required by Applicable Law. This Section does not apply to communication with any state or federal regulatory or law enforcement agencies (with the parties agreeing and acknowledging that Franchisee shall not be required to provide Franchisor prior notice of any said communication or to obtain Franchisor’s prior consent for any said communication) and does not prevent franchisees from filing suit against the Franchisor.”

7. Section 10 of the Area Development Agreement is hereby amended to add the following language: “Notwithstanding the foregoing, franchisee’s obligations to indemnify, defend, reimburse, and hold harmless referenced in Section 10 of this Agreement do not extend to liabilities caused by the Franchisor Indemnitees’ negligence, willful misconduct, strict liability, or fraud. Furthermore, franchisee will not be required to indemnify Franchisor or its affiliates for claims, causes of action, lawsuits, demands, proceedings, investigations, and/or hearings related to Franchisor’s and its affiliates’ violation of state or federal franchise laws.”

8. Section 15(e) of the Area Development Agreement does not apply to those franchisees and developers covered by the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

8. Section 15(f) of the Area Development Agreement does not apply to those franchisees and developers covered by the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

8. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the

arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Area Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

9. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

10. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

11. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

12. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Area Development Agreement or elsewhere are void and unenforceable in Washington.

13. No statement, questionnaire or acknowledgement 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 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, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

FRANCHISEE:

[_____]

By:_____

Printed Name:_____

Title:_____

ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN WISCONSIN

The Franchise Agreement between BUFF CITY SOAP FRANCHISING, LLC, a Delaware limited liability company (“Franchisor”) and _____ (“Franchisee”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “State Addendum”):

WISCONSIN LAW MODIFICATIONS

1. In lieu of anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is hereby amended to add the following provision:

For all franchises sold in the State of Wisconsin, the Company will provide Franchisee at least 90 days’ prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Franchisee inconsistent with the Law.

3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

FRANCHISEE:

[_____]

By:_____

Printed Name:_____

Title:_____

ADDENDUM TO THE BUFF CITY SOAP FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN WISCONSIN

The Area Development Agreement between BUFF CITY SOAP FRANCHISING, LLC, a Delaware limited liability company (“Franchisor”) and _____ (“Area Developer”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “State Addendum”):

WISCONSIN LAW MODIFICATIONS

1. In lieu of anything that may be contained in the body of the Area Development Agreement to the contrary, the Agreement is hereby amended to add the following provision:

For all franchises sold in the State of Wisconsin, the Company will provide Area Developer at least 90 days’ prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Area Developer have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Area Developer will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Area Developer inconsistent with the Law.

3. No statement, questionnaire or acknowledgement 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 under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

AREA DEVELOPER:

[_____]

By:_____

Printed Name:_____

Title:_____

EXHIBIT F
FINANCIAL STATEMENTS

THIS EXHIBIT INCLUDES AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED ~~JANUARY 1~~DECEMBER 31, 2023, JANUARY 1, 2022, AND ~~DECEMBER 31~~JANUARY 2, 2021. AND UNAUDITED INTERIM FINANCIAL INFORMATION FOR THE PERIOD JANUARY ~~21~~, ~~2023~~2024 TO ~~JULY 2~~MAY 31, ~~2023~~2024.

THIS UNAUDITED FINANCIAL INFORMATION IS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

EXHIBIT G
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

**LIST OF STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

STATE	AGENCY	PROCESS, IF DIFFERENT
California	<p>Department of Financial Protection and Innovation <i>Los Angeles</i> 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500</p> <p><i>Sacramento</i> 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205</p> <p><i>San Diego</i> 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233</p> <p><i>San Francisco</i> One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565</p> <p>Toll Free (866) 275-2677</p>	<p>Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344</p>
Hawaii	<p>Department of Commerce and Consumer Affairs Business Registration Division P.O. Box 40 Honolulu, HI 96810 (808) 586-2727 (808) 586-2740 (808) 586-2744</p>	<p>Commissioner of Securities of Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813</p>
Illinois	<p>Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62701 (217) 782-4465</p>	

STATE	AGENCY	PROCESS, IF DIFFERENT
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa St. Lansing, MI 48913 (517) 335-7567	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7 th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	Minnesota Department of Commerce Securities Unit Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 Phone: (212) 416-8222	Attention: New York Secretary of State New York Department of State The Division of Corporations One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510

STATE	AGENCY	PROCESS, IF DIFFERENT
Rhode Island	Securities Division Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Bldg. 69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219-3630 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701 -or 345 West Washington Avenue Fourth Floor Madison, WI 53703 (608) 266-2801 (608) 266-2139	Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703

EXHIBIT H
TABLE OF CONTENTS OF MANUALS

(Modified graphics)



Table of Contents

RECEIPT OF ACKNOWLEDGEMENT	2
WELCOME	
THE BUFF CITY SOAP STORY	4
OUR CORE VALUES	5
OPERATIONS & TRAINING	
CORPORATE TRAINING	6
MANAGER IN TRAINING PROGRAM	7
NEW SOAP MAKER TRAINING	7
SOAP MAKING PROCEDURES, RECIPES, AND DESIGNS	8
MAKERY SAFETY & EQUIPMENT	9
PRODUCT QUALITY CONTROL GUIDES	9
OPENING AND CLOSING CHECKLISTS	9
OPERATIONAL EXCELLENCE REVIEW (OER)	9
BATH BOMB AND SOAP PARTIES	10
MARKETMAN	10
SHIP FROM STORE	10
BUFF CITY SOAP SWAG STORE	10
GUEST SERVICE STANDARDS	11
7SHIFTS	11
REVEL POS	11
VOXIE	11
SUPPLY CHAIN & DESIGNATED SUPPLY	
SUPPLY CHAIN ORDER LEAD TIMES	12
PLACING ORDERS	13
RECEIVING ORDERS	13 - 14
ESCALATION PROCEDURES TO SUPPLY CHAIN	14
GOOGLE SPREADSHEET USE FOR ORDER TRACKING	15
INFORMATION TECHNOLOGY	
CONSUMER DATA RESTRICTIONS	16
TECHNOLOGY TRAINING & ADDITIONAL RESOURCES	17 - 18
FREQUENTLY ASKED QUESTIONS	18
MERCHANDISING	
PRODUCT	19
PRICING	20
GIFTING STRATEGY	20
VISUAL MERCHANDISING	20 - 21
MARKETING	
LOCAL MARKETING GRAND OPENING + EVERYDAY	22

EXHIBIT I
NAMES AND ADDRESSES OF FRANCHISEES

EXHIBIT I
NAMES AND ADDRESSES OF FRANCHISEES

Licensee- and Franchisee-Owned Locations as of December 31, ~~2022~~2023

(* locations are owned and operated by Area Developers or their affiliates)

ENTITY	ADDRESS LINE 1	ADDRESS LINE 2	CITY	STATE	Zip code CODE	Store- PHONE
BC Soap Oxford*	110 Spring Branch Drive.		Oxford	AL	36203	(256) 403-1455
INGENUITY LLC*	4745 Chace Circle CHACE CIR	# STE 109	Hoover HOOVER	AL	35244	(205) 777-5465
INGENUITY LLC*	300 Doug Baker Blvd. DOUG BAKER BLVD	# STE 300	Birmingham BIRMINGHAM	AL	35242	(205) 730-9199
INGENUITY LLC*	250 Rele Street RELE ST		Mountain-Brook MOUNTAIN BROOK	AL	35223	(205) 490-6842
Ingenuity LLC* BC SOAP OXFORD	7052 Eastchase Pkwy 110 SPRING BRANCH RD		Montgomery OXFORD	AL	36117 36203	(334)256 239-8888 403-1455
INGENUITY LLC*	312 West Magnolia Avenue 7052 EASTCHASE PKWY		Auburn MONTGOMERY	AL	36832 36117	(334) 521-4222 239-8888
OZARKS SOAP, LLC*	928 US Hwy. HIGHWAY 72 E	Suite STE 930	Athens ATHENS	AL	35611	(256) 206-3706
OZARKS SOAP, LLC*	5000 Whitesburg Drive WHITESBURG DR SE	Suite STE 160	Huntsville HUNTSVILLE	AL	35802	(256) 937-3400
OZARKS SOAP, LLC*	396 Cox Creek Parkway COX CREEK PKWY	STE 2B	Florence 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
INGENUITY LLC	6850 US HIGHWAY 90	STE A40	DAPHNE	AL	36526	(205) 602-9000
INGENUITY LLC	3525 ROSS CLARK CIR	STE 201	DOTHAN	AL	36303	(205) 602-9000
GLASSPO, LLC	208 South Main Street S MAIN ST		Jonesboro JONESBORO	AR	72401	(870) 275-1550
Ozarks Soap, LLC*	925 Oak Street	Unit 1	Conway	AR	72032	(501) 504-6818

OZARKS SOAP, LLC*	3520 East Race Ave. <u>E RACE AVE</u>		Searcy <u>SEARCY</u>	AR	72143	(501) 278-4600
OZARKS SOAP, LLC*	5811 Kavanaugh Blvd. <u>KAVANAUGH BLVD</u>		Little Rock <u>LITTLE ROCK</u>	AR	72207	(501) 214-9256
OZARKS SOAP, LLC*	1412 Higdon Ferry Rd. <u>925 OAK ST</u>	Suite F	Hot Springs <u>CONWAY</u>	AR	71913 <u>72032</u>	(501) 547-9009 <u>504-6818</u>
<u>OZARKS SOAP, LLC</u>	<u>110 S ROCKWOOD DR</u>	<u>STE 7</u>	<u>CABOT</u>	<u>AR</u>	<u>72023</u>	<u>(501) 424-0371</u>
OZARKS SOAP, LLC*	3557 N Shiloh Drive <u>SHILOH DR</u>	<u>STE 4</u>	Fayetteville <u>FAYETTEVILLE</u>	AR	72703	(479) 579-9584
OZARKS SOAP, LLC*	110 South Rockwood Drive <u>1412 HIGDON FERRY RD</u>	Suite 7 <u>STE F</u>	Cabot <u>HOT SPRINGS NATIONAL PARK</u>	AR	72023 <u>71913</u>	(501) 424-0371 <u>547-9009</u>
OZARKS SOAP, LLC*	5401 South Olive Street <u>S OLIVE ST</u>	Suite <u>STE 100</u>	Pine Bluff <u>PINE BLUFF</u>	AR	71603	(870) 218-2241
<u>BLUE WATER SOAP COMPANY, LLC</u>	<u>6155 S MAIN ST STE</u>	<u>STE E109</u>	<u>AURORA</u>	<u>CO</u>	<u>80016</u>	<u>(303) 627-5720</u>
BC-COLORADO LLC	5050 Factory Shops Blvd. <u>FACTORY SHOPS BLVD</u>	Suite <u>STE 175</u>	Castle Rock <u>CASTLE ROCK</u>	CO	80108	(720) 508-4923
BC-COLORADO LLC	5935 Dublin Blvd. <u>DUBLIN BLVD</u>	Suite 160	Colorado Springs <u>COLORADO SPRINGS</u>	CO	80923	(719) 597-5336
BC-COLORADO LLC	5102 North Nevada Ave. <u>N NEVADA AVE</u>	Suite <u>STE 160</u>	Colorado Springs <u>COLORADO SPRINGS</u>	CO	80918	(719) 599-8196
Blue Water Soap Company, LLC	6155 S Main Street	Suite E-109	Aurora	CO	80016	(303) 627-5720
First State Soapers LLC	4764 Limestone Road		Wilmington	DE	19808	(443) 677-9341
NATURAL CHOICE, LLC	5600 Concord Pike <u>CONCORD PIKE</u>	Suite <u>STE 5600A</u>	Wilmington <u>WILMINGTON</u>	DE	19803	(302) 479-7117
<u>FIRST STATE SOAPERS LLC</u>	<u>4764 LIMESTONE RD</u>		<u>WILMINGTON</u>	<u>DE</u>	<u>19808</u>	<u>(302) 510-4963</u>
BC Soap Miami LLC* <u>OCEAN VIEW BCS CORP.</u>	9236 Wiles Rd. <u>1462 TIGER PARK LN</u>		Coral Springs <u>GULF BREEZE</u>	FL	33067 <u>32563</u>	(754) 850 240-4932 <u>565-5262</u>
BC SOAP Midwest <u>TAMPA</u> LLC*	5980 20th Street. <u>511 SW PINE ISLAND RD</u>	<u>UNIT 106</u>	Vero Beach <u>CAPE CORAL</u>	FL	32966 <u>33991</u>	(740) 239 207-0914 <u>242-7438</u>
BC Soap North Florida LLC* <u>EMERALD COAST SOAPS, L.L.C.</u>	220 S. Magnolia Drive. <u>421 MARY ESTHER BLVD</u>	#102 <u>STE C</u>	Tallahassee <u>MARY ESTHER</u>	FL	32301 <u>32569</u>	(850) 727-8977 <u>374-3408</u>
BC SOAP North Florida LLC* <u>PALM BEACH</u>	4849 Town Center Parkway <u>5300 DONALD ROSS RD</u>	<u>STE 100</u>	Jacksonville <u>PALM BEACH GARDENS</u>	FL	32246 <u>33418</u>	(904) 561 619-9451 <u>408-2262</u>
BC SOAP North Florida <u>ORLANDO</u>	3830 SW Archer Rd. <u>3123 S ORANGE</u>	#20 <u>STE 101</u>	Gainesville <u>ORLANDO</u>	FL	32608 <u>32806</u>	(352) 407

LLC*	AVE					792-6161 251-7844
BC SOAP Orlando TREASURE COAST LLC*	415 S. Orlando Ave. 1293 CORNERSTONE BLVD	Suite 111 #1315-G	Winter Park DAYTONA BEACH	FL	32789 32117	(740)386 207-0914 872-5210
BC SOAP ORLANDO, LLC*	11519 Regency Village Drive 653 N ALAFAYA TRL		Orlando ORLANDO	FL	32821 32828	(407) 778-4350 250-6636
BC SOAP Orlando TAMPA, LLC*	3123 S Orange Ave. 192 N CATTLEMEN RD	Suite 101 UNIT 3	Orlando SARASOTA	FL	32806 34243	(407) 941 251-7844 358-6647
BC SOAP ORLANDO, LLC*	653 N Alafaya Trail 11519 REGENCY VILLAGE DR		Orlando ORLANDO	FL	32828 32821	(407) 250-6636 778-4350
BC SOAP Orlando TAMPA LLC*	7915 Red Bug Lake Rd. 7871 113TH ST	STE N	Orlando SEMINOLE	FL	32765 33772	(407) 727 542-7019 289-9556
BC SOAP ORLANDO, LLC*	1339 Posner Blvd. POSNER BLVD		Davenport DAVENPORT	FL	33837	(863) 353-6983
BC SOAP Palm Beach *NORTH FLORIDA LLC	5300 Donald Ross Rd. 220 S MAGNOLIA DR	Suite 100 STE 102	Palm Beach Gardens TALLAHASSEE	FL	33418 32301	(561) 850 408-2262 727-8977
BC Soap Palm Beach BUFF CITY SWF, LLC*	9674 Glades Rd. 9115 STRADA PL	Suite 500 UNIT 5126	Boca Raton NAPLES	FL	33434 34108	(561) 239 717-8008 241-2122
BC SOAP Tampa MIAMI LLC*	7871 113th Street 9236 WILES RD	Suite N	Seminole POMPANO BEACH	FL	33772 33067	(941) 754 358-6647 240-4932
BC SOAP Tampa ORLANDO, LLC*	2689 Gulf To Bay Blvd. 7915 RED BUG LAKE RD	Suite 1840 STE 1001	Clearwater OVIEDO	FL	33759 32765	(727) 407 286-6285 542-7019
BC SOAP Tampa NORTH FLORIDA LLC*	192 N Cattlemen Rd. 4849 TOWN CENTER PKWY	Suite 3	Sarasota JACKSONVILLE	FL	34243 32246	(941) 904 358-6647 619-9451
BC SOAP Treasure Coast PALM BEACH LLC*	1293 Cornerstone Blvd. 9674 GLADES RD	Suite 1315 F UNIT 500	Daytona Beach BOCA RATON	FL	32117 33434	(386) 561 872-5210 717-8008
BC SOAP TREASURE COAST LLC*	1130 Gramercy Ln GRAMERCY LN		Tampa TAMPA	FL	33607	(813) 353-1151
Buff City Cape Coral BC SOAP NORTH FLORIDA LLC*	511 South West Pine Island Rd. 3830 SW ARCHER RD	Suite 106 STE 20	Cape Coral GAINESVILLE	FL	33991 32608	(239) 352 242-7438 792-6161
BC SOAP TAMPA LLC	2689 GULF TO BAY BLVD	STE 1840	CLEARWATER	FL	33759	(727) 286-6285
BUFF CITY SWF, LLC*	9115 Strada Pl 17331 TAMIAMI TRL	Suite 5126	Naples NORTH PORT	FL	34108 34287	(239) 941 241-2122 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 Drive DANI DR	UNIT 150	Fort Myers FORT MYERS	FL	33966	(239) 288-5494
Buff City SWF BC SOAP MIDWEST LLC*	17331 Tamiami Trail 5980 20TH ST		North Port VERO BEACH	FL	34287 32966	(941) 772 426-5858 907-5126
Emerald Coast Soaps, L.L.C.	421 Mary Esther Blvd.	Suite C	Mary Esther	FL	32569	(850) 374-3408

Ocean View BCS Corp.	1462 Tiger Park Ln		Gulf Breeze	FL	32563	(850)-565-5262
BCS ATL WEST INC.	1145 Woodstock Rd. <u>WOODSTOCK RD</u>	Suite <u>STE</u> 605	Roswell <u>ROSWELL</u>	GA	30075	(678) 242-8981
BCS OF NORTH GEORGIA CORP.	5215 Town Center Blvd. <u>TOWN CENTER BLVD</u>	Suite <u>STE</u> 670	Peachtree-Corners <u>PEACHTREE CORNERS</u>	GA	30092	(678) 381-9964
BCS-ATL-Holdings <u>CHATTANOOGA SOAP MAKERS, LLC*</u>	3655 Roswell Rd. NE <u>91 PARKWAY DR</u>	Suite <u>108</u>	Atlanta <u>FORT OGLETHORPE</u>	GA	30342 <u>30742</u>	(615)706 <u>656-4062</u> <u>956-5343</u>
BCS-ATL HOLDINGS, LLC*	5464 Peachtree Blvd. <u>3655 ROSWELL RD NE</u>	STE <u>108</u>	Chamblee <u>ATLANTA</u>	GA	30341 <u>30342</u>	(678)615 <u>580-0879</u> <u>656-4062</u>
BCS-ATL Holdings, LLC*	6655 Town Square	Suite <u>1215</u>	Alpharetta	GA	30005	(678)-620-3626
Chattanooga Soap Makers, LLC*	91 Parkway Drive		Fort Oglethorpe	GA	30742	(706)-956-5343
CHATTANOOGA SOAP MAKERS, LLC*	1423 <u>1513 W Walnut Ave.</u> <u>WALNUT AVE</u>	Suite <u>STE</u> 5	Dalton <u>DALTON</u>	GA	30720	(762) 268-0002
Chattanooga Soap Makers, LLC*	1810 Cumming Highway	Suite <u>36</u>	Canton	GA	30115	(678)-362-4862
Chattanooga <u>SOUTHERN GA SOAP MAKERS BAKERZ, LLC*</u>	2852 Chapel Hill Road <u>1880 JONESBORO RD</u>	Suite <u>18B</u>	Douglasville <u>MCDONOUGH</u>	GA	30135 <u>30253</u>	(470) 632-2060 <u>491-3112</u>
Chattanooga Soap Makers <u>BCS-ATL HOLDINGS, LLC*</u>	4225 Washington Rd. <u>6655 TOWN SQ</u>	Suite <u>3</u> <u>STE 1215</u>	Evans <u>ALPHARETTA</u>	GA	30907 <u>30005</u>	(615)678 <u>525-3222</u> <u>620-3626</u>
Southern GA Soap Bakerz, LLC*	1880 Jonesboro Rd.		McDonough	GA	30253	(470)-491-3112
SOUTHERN GA SOAP BAKERZ, LLC*	561 Bullsboro Drive <u>HIGHWAY 34 E</u>		Newnan <u>NEWNAN</u>	GA	30265	(470) 686-3111
SOUTHERN GA SOAP BAKERZ, LLC*	1830 Norman Drive <u>NORMAN DR</u>	STE <u>A</u>	Valdosta <u>VALDOSTA</u>	GA	31601	(229) 298-0032
<u>CHATTANOOGA SOAP MAKERS, LLC</u>	<u>2852 CHAPEL HILL RD</u>	<u>STE 18B</u>	<u>DOUGLASVILLE</u>	<u>GA</u>	<u>30135</u>	<u>(470) 632-2060</u>
SOUTHERN GA SOAP BAKERZ, LLC*	250 Pooler Pkwy <u>POOLER PKWY</u>		Pooler <u>POOLER</u>	GA	31322	(912) 581-2999
<u>CHATTANOOGA SOAP MAKERS, LLC</u>	<u>1810 CUMMING HWY</u>	<u>STE 36</u>	<u>CANTON</u>	<u>GA</u>	<u>30115</u>	<u>(470) 863-2867</u>
<u>CHATTANOOGA SOAP MAKERS, LLC</u>	<u>4225 WASHINGTON RD</u>	<u>STE 3</u>	<u>EVANS</u>	<u>GA</u>	<u>30809</u>	<u>(762) 250-1050</u>
<u>BCS-ATL HOLDINGS, LLC</u>	<u>5464 PEACHTREE BLVD</u>		<u>ATLANTA</u>	<u>GA</u>	<u>30341</u>	<u>(678) 580-0879</u>
SOUTHERN GA SOAP BAKERZ,	5550 Whittlesey Blvd. <u>WHITTLESEY</u>	Suite <u>STE</u> 550	Columbus <u>COLUMBUS</u>	GA	31909	(706) 341-3450

LLC*	<u>BLVD</u>					
SOUTH FORK SOAP, INC.*	10100 NW 62nd Ave. <u>62ND AVE</u>	Suite <u>STE</u> 101	Johnston <u>JOHNSTON</u>	IA	50131	(515) 695-7164
SOUTH FORK SOAP, INC.*	110 N Ankeny Blvd. <u>956 HICKMAN RD</u>		Ankeny <u>WAUKEE</u>	IA	50023 <u>50263</u>	(515) 381-0124 <u>452-0172</u>
SOUTH FORK SOAP, INC.*	956 Hickman Rd. <u>110 N ANKENY BLVD</u>	Suite B <u>STE 300</u>	Waukee <u>ANKENY</u>	IA	50263 <u>50023</u>	(515) 695-7164 <u>381-0124</u>
SOUTH FORK SOAP, INC.*	2300 Edgewood Rd. <u>EDGEWOOD RD</u> SW	Suite <u>STE</u> G	Cedar Rapids <u>CEDAR RAPIDS</u>	IA	52404	(319) 200-2990
SOUTH FORK SOAP, INC.*	316 Viking Plaza Drive <u>VIKING PLAZA DR</u>	<u>STE 100</u>	Cedar Falls <u>CEDAR FALLS</u>	IA	50613	(319) 200-2990
SOUTH FORK SOAP, INC.*	5001 Sergeant Road <u>SERGEANT RD</u>	<u>STE 250</u>	Sioux City <u>SIOUX CITY</u>	IA	51106	(712) 560-9593
SOUTH FORK SOAP, INC.*	2445 Northwest Arterial <u>NW ARTERIAL</u>		Dubuque <u>DUBUQUE</u>	IA	52002	(563) 231-3408
SOUTH FORK SOAP, INC.*	1005 Blairs Ferry Road Northeast <u>BLAIRS FERRY RD NE</u>		Cedar Rapids <u>CEDAR RAPIDS</u>	IA	52402	(651 <u>319</u>) 226-7982 <u>200-5360</u>
SOUTH FORK SOAP, INC.*	3200 Agency Street <u>AGENCY ST</u>	<u>STE 120</u>	Burlington <u>BURLINGTON</u>	IA	52601	(651 <u>319</u>) 226-7982 <u>209-2035</u>
SOUTH FORK SOAP, INC.*	4030 East 53rd Street <u>E 53RD ST</u>		Davenport <u>DAVENPORT</u>	IA	52807	(651 <u>563</u>) 226-7982 <u>900-5725</u>
Great Lakes <u>SOUTH FORK</u> SOAP, LLC* <u>INC.</u>	6236 Broadway Street <u>1419 BUCKEYE AVE</u>	<u>STE 101</u>	Quincy <u>AMES</u>	IL <u>IA</u>	62305 <u>50010</u>	(217 <u>515</u>) 919-9347 <u>537-3789</u>
OZARKS SOAP, LLC*	2328 Troy Road <u>TROY RD</u>		Edwardsville <u>EDWARDSVILLE</u>	IL	62025	(618) 307-4635
<u>GREAT LAKES SOAP, LLC</u>	<u>6236 BROADWAY ST</u>		<u>QUINCY</u>	<u>IL</u>	<u>62305</u>	<u>(217) 919-9347</u>
LOUISVILLE SOAP, LLC*	1005 Jeffersonville Commons Drive <u>JEFFERSONVILLE COMMONS DR</u>		Jeffersonville <u>JEFFERSONVILLE</u>	IN	47130	(812) 590-3564
LOUISVILLE SOAP, LLC*	12955 Old Meridian Street <u>OLD MERIDIAN ST</u>	Suite <u>STE</u> 150	Carmel <u>CARMEL</u>	IN	46032	(463) 223-0192
LOUISVILLE SOAP, LLC*	9893 North Michigan Rd. <u>N MICHIGAN RD</u>	<u>STE 150</u>	Carmel <u>CARMEL</u>	IN	46032	(463) 333-3011
LOUISVILLE SOAP, LLC*	1414 Hirschland Rd. <u>HIRSCHLAND RD</u>	Suite <u>STE</u> E	Evansville <u>EVANSVILLE</u>	IN	47715	(812) 436-1500
LOUISVILLE SOAP, LLC*	4026 East 82nd Street <u>E 82ND ST</u>	<u>STE A6</u>	Indianapolis <u>INDIANAPOLIS</u>	IN	46250	(463) 900-8466
LOUISVILLE SOAP, LLC*	205 County Road 6 East <u>2363 HIGHWAY 135 NW</u>	Suite F <u>STE 101</u>	Elkhart <u>CORYDON</u>	IN	46514 <u>47112</u>	(574 <u>812</u>) 359-5043 <u>572-4535</u>
LOUISVILLE SOAP, LLC*	2363 Highway 135 NW <u>205 COUNTY ROAD 6 E</u>	Suite 101 <u>STE F</u>	Corydon <u>ELKHART</u>	IN	47112 <u>46514</u>	(812 <u>574</u>) 572-4535 <u>359-5043</u>

LOUISVILLE SOAP, LLC*	2140 E. Boulevard Crossing BOULEVARD	Suite STE 1650	Kokomo KOKOMO	IN	46902	(765) 416-1335
BC Soap Kentucky* POWELL BCS, LLC	7690 Mall Rd. 630 N 12TH ST	Suite B	Florence MURRAY	KY	41042 42071	(859)270 534-2588 768-7016
BCS Kentucky LLC*	92 Carothers Rd.		Newport	KY	41071	(859) 360-6965
LOUISVILLE SOAP, LLC*	1701 North Dixie Highway N DIXIE HWY		Elizabethtown ELIZABET HTOWN	KY	42701	(270) 304-2110
LOUISVILLE SOAP, LLC*	1303 US Highway 127 2337 SIR BARTON WAY	STE 115	Frankfort LEXINGTON	KY	40601 40509	(502)859 219-7111 514-1414
Louisville Soap, LLC*	2450 Nicholasville Rd.	Suite A	Lexington	KY	40503	(859) 554-0404
LOUISVILLE SOAP, LLC*	120 Marketplace Cir MARKET PLACE CIR	Suite STE A	Georgetown GEORGETOWN	KY	40324	(502) 603-6131
LOUISVILLE SOAP, LLC*	2337 Sir Barton Way 1303 US HIGHWAY 127 S	Suite 115 STE 108	Lexington FRANKFORT	KY	40509 40601	(859)502 514-1414 219-7111
LOUISVILLE SOAP, LLC*	815 East Market Street 4600 SHELBYVILLE RD	STE 651	Louisville LOUISVILLE	KY	40206 40207	(502) 653-5797 694-6661
LOUISVILLE SOAP, LLC*	4600 Shelbyville Rd. 2450 NICHOLASVILLE RD	Suite 651 STE A	Louisville LEXINGTON	KY	40207 40503	(502)859 694-6661 554-0404
LOUISVILLE SOAP, LLC*	1680 Campbell Ln CAMPBELL LN	Suite STE 110	Bowling Green BOWLING GREEN	KY	42104	(364) 201-2730
BC SOAP KENTUCKY	7690 MALL RD	STE B	FLORENCE	KY	41042	(859) 534-2588
LOUISVILLE SOAP, LLC*	376 Diederich Blvd. DIEDERICH BLVD	Suite STE 7	Ashland ASHLAND	KY	41101	(606) 385-4955
LOUISVILLE SOAP, LLC*	1698 US Hwy. HIGHWAY 192 W		London LONDON	KY	40741	(606) 657-0193
LOUISVILLE SOAP, LLC*	120 Justice Way 13006 SHELBYVILLE RD	Suite 140 STE 103	Pikeville LOUISVILLE	KY	41501 40243	(606)502 552-0017 308-4691
LOUISVILLE SOAP, LLC*	2596 Calumet Trace CALUMET TRCE		Owensboro OWENSBORO	KY	42303	(270) 297-1654
BCS KENTUCKY LLC	92 CAROTHERS RD		NEWPORT	KY	41071	(859) 360-6965
LOUISVILLE SOAP, LLC*	13006 Shelbyville Rd. 120 JUSTICE WAY	Suite 103 UNIT 140	Louisville PIKEVILLE	KY	40243 41501	(502)606 308-4691 552-0017
LOUISVILLE SOAP, LLC*	6801 Dixie Hwy. DIXIE HWY	Suite STE 159	Louisville LOUISVILLE	KY	40258	(502) 665-0894
LOUISVILLE SOAP, LLC*	7718 Bardstown Rd. BARDSTOWN RD	Suite STE 102	Louisville LOUISVILLE	KY	40291	(502) 208-7887
Powell BCS, LLC	630 North 12th Street		Murray	KY	42071	(270)-768-7016

TODAY'S SOAP LLC*	7021 Youree Drive YOUREE DR		Shreveport SHREVEPORT	LA	71105	(318) 220-8446
TODAY'S SOAP LLC*	1101 North Service Rd. N SERVICE RD E	Suite STE 1115	Ruston RUSTON	LA	71270	(318) 272-5381
Today's Soap LLC*	114 Meadow Farm Road	Suite 108	Lafayette	LA	70508	(318) 347-9897
TODAY'S SOAP LLC*	4291 Pecanland Mall Drive PECANLAND MALL DR		Monroe MONROE	LA	71203	(318) 362-8783
TODAY'S SOAP LLC*	1416 Macarthur Drive MACARTHUR DR		Alexandria 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 Drive PALACE DR		Hammond HAMMOND	LA	70403	(318) 505-7841
WASH UP (BUFF) CHELMSFORD, LLC*	90 Drum Hill Road DRUM HILL RD	Suite STE 6	Chelmsford CHELMSFORD	MA	01824	(978) 828-3379 364-2322
BCS BRIGHTON, LLC*	311 W Main Street MAIN ST	Suite STE 1	Brighton BRIGHTON	MI	48116	(810) 242-6200
BCS Canton, LLC*	43555 Ford Rd.	Suite B	Canton	MI	48187	(734) 488-8500
BCS FENTON, LLC*	3401 Owen Rd. OWEN RD		Fenton FENTON	MI	48430	(810) 208-7158
BCS Okemos ROCHESTER , LLC*	3490 Okemos Road 2945 S ROCHESTER RD		Okemos ROCHESTER	MI	48439 48307	(517) 248 708-7075 780-6600
BCS Pittsfield OKEMOS , LLC*	3143 Ann Arbor Saline Rd. Ste A 3490 OKEMOS RD	STE B	Ann Arbor OKEMOS	MI	48108 48864	(734) 517 290-7900 708-7075
BCS Rochester PITTSFIELD , LLC*	2945 South Rochester Road 3143 ANN ARBOR SALINE RD	STE A	Rochester Hills ANN ARBOR	MI	48307 48103	(248) 734 780-6600 290-7900
Third Coast Soap* BCS CANTON, LLC	45179 Market Street 43555 FORD RD	STE B	Shelby Charter Township CANTON	MI	48315 48187	(586) 734 991-5345 488-8500
BCS MN DEVELOPERS*	1094 Highway 15 South 2009 W BROADWAY AVE	STE 800	Hutchinson FOREST LAKE	MN	55350 55025	(320) 651 552-3816 279-2242
BCS MN DEVELOPERS*	1510 109th Ave. NE 3187 NORTHDAL BLVD NW		Blaine MINNEAPOLIS	MN	55449 55443	(763) 406-6780 406-6775
BCS MN DEVELOPERS*	2009 West Broadway Avenue 1094 HIGHWAY 15 S		Forest Lake HUTCHINSON	MN	55025 55350	(651) 320 279-2242 552-3816
BCS MN DEVELOPERS*	3187 Northdale Blvd. NW 4190 108TH AVE NE	STE 110	Coon Rapids MINNEAPOLIS	MN	55443 55449	(763) 406-6775 406-6780
NORTH FORK SOAP, INC.	1901 Madison Avenue MADISON AVE	Suite STE 400	Mankato MANKATO	MN	56001	(651) 507 226-7982 304-7196
Midwest Soap Makers, LLC*	2050 NW Lowenstein Rd.	Suite C	Lee's Summit	MO	64082	(816) 295-6870

Midwest Soap Makers, LLC*	2007 West Foxwood Drive	Suite E	Raymore	MO	64083	(816)-892-4000
OZARKS SOAP, LLC*	2750 S. Glenstone Ave. <u>GLENSTONE AVE</u>		Springfield <u>SPRINGFIELD</u>	MO	65804	(417) 501-3404
OZARKS SOAP, LLC*	2263 Michigan Ave. <u>1450 BEALE ST</u>	<u>STE 120</u>	Arnold <u>SAINT CHARLES</u>	MO	63010 <u>63303</u>	(636) 287-0045 <u>206-4174</u>
OZARKS SOAP, LLC*	1698 Clarkson Rd. <u>CLARKSON RD</u>	# <u>UNIT</u> 1698	Chesterfield <u>CHESTERFIELD</u>	MO	63017	(314) 370-6051
OZARKS SOAP, LLC*	1450 Beale Street <u>2263 MICHIGAN AVE</u>	Suite 120	St. Charles <u>ARNOLD</u>	MO	63303 <u>63010</u>	(636) 206-4174 <u>287-0045</u>
<u>MIDWEST SOAP MAKERS, LLC</u>	<u>2050 NW LOWENSTEIN DR</u>	<u>STE C</u>	<u>LEES SUMMIT</u>	<u>MO</u>	<u>64082</u>	<u>(816) 295-6870</u>
OZARKS SOAP, LLC*	1050 South Kirkwood Rd. <u>S KIRKWOOD RD</u>		Kirkwood <u>SAINT LOUIS</u>	MO	63122	(314) 626-5531
OZARKS SOAP, LLC*	421 N. Stadium Blvd. <u>STADIUM BLVD</u>		Columbia <u>COLUMBIA</u>	MO	65203	(573) 355-5813
<u>MIDWEST SOAP MAKERS, LLC</u>	<u>2007 W FOXWOOD DR</u>	<u>STE E</u>	<u>RAYMORE</u>	<u>MO</u>	<u>64083</u>	<u>(816) 892-4000</u>
BCS GULF COAST, LLC	705 Washington Ave. <u>WASHINGTON AVE</u>	Suite <u>STE</u> A	Ocean Springs <u>OCEAN SPRINGS</u>	MS	39564	(228) 334-5969
ChickaBee Inc.* <u>KSC HOLDINGS, LLC</u>	4500 I-55 N <u>125 GOODMAN RD W</u>	Suite 160 <u>STE E</u>	Jackson <u>SOUTHAVEN</u>	MS	39211 <u>38671</u>	(769) 662 572-7451 <u>772-1748</u>
ChickaBee Inc.*	317 W. Oak Street		Laurel	MS	39440	(901)-487-9400
HARBOR FINANCIAL III LLC	400 South Lamar Blvd. <u>S LAMAR BLVD</u>	Suite <u>STE</u> B	Oxford <u>OXFORD</u>	MS	38655	(662) 380-5005
KSC Holdings, LLC <u>CHICKABEE INC.</u>	125 Goodman Rd. West <u>4500 I-55 N</u>	Suite E <u>STE 160</u>	Southaven <u>JACKSON</u>	MS	38671 <u>39211</u>	(567) 769 742-7471 <u>572-7451</u>
KSC HOLDINGS2 LLC	898 Barnes Crossing Rd. <u>BARNES CROSSING RD</u>		Tupelo <u>TUPELO</u>	MS	38804	(662) 891-2192
<u>CHICKABEE INC.</u>	<u>317 W OAK ST</u>		<u>LAUREL</u>	<u>MS</u>	<u>39440</u>	<u>(601) 682-2833</u>
<u>CHICKABEE INC.</u>	<u>661 MS 12</u>		<u>STARKVILLE</u>	<u>MS</u>	<u>39759</u>	<u>(601) 668-9204</u>
BIG SKY MAKERY, LLC	2230 N. Reserve Street <u>RESERVE ST</u>	Suite <u>STE</u> 450	Missoula <u>MISSOULA</u>	MT	59808	(406) 926-2489
MTSoapCo-BOZEMAN, LLC	702 W Main Street <u>MAIN ST</u>		Bozeman <u>BOZEMAN</u>	MT	59715	(406) 404-1372
THE SOAP BAKERZ, LLC*	3017 Dr. MLK Jr. Blvd. <u>M L KING JR BLVD</u>	Suite B	New Bern <u>NEW BERN</u>	NC	28562	(252) 497-7449
THE SOAP BAKERZ, LLC*	1335 Western Blvd. <u>WESTERN BLVD</u>	Suite <u>STE</u> A1	Jacksonville <u>JACKSONVILLE</u>	NC	28546	(910) 320-8481
THE SOAP BAKERZ, LLC*	501 N Berkeley Blvd. <u>1039</u>		Goldsboro <u>WILMINGTON</u>	NC	27534 <u>28405</u>	(919) 910

	<u>INTERNATIONAL DR</u>					751-6949 <u>218-0700</u>
THE SOAP BAKERZ, LLC*	3334 W Friendly Ave. <u>FRIENDLY AVE</u>	Suite <u>STE</u> 116	Greensboro <u>GREENSBORO</u>	NC	27408	(336) 265-9636
The Soap Bakerz, LLC*	3040 Evans Street		Greenville	NC	27834	(252) 227-0969
The Soap Bakerz, LLC*	1039 International Drive		Wilmington	NC	28405	(910) 218-0700
THE SOAP BAKERZ, LLC*	1822 Catawba Valley Blvd. <u>CATAWBA VALLEY BLVD</u> SE		Hickory <u>HICKORY</u>	NC	28602	(828) 358-0811
THE SOAP BAKERZ, LLC*	3401 Raleigh Rd. Parkway W <u>501 N BERKELEY BLVD</u>	Suite 1C <u>STE D</u>	Wilson <u>GOLDSBORO</u>	NC	27896 <u>27534</u>	(865) 919 282-5727 <u>751-6949</u>
THE SOAP BAKERZ, LLC*	1469 University Drive <u>UNIVERSITY DR</u>	Suite <u>STE</u> C	Burlington <u>BURLINGTON</u>	NC	27215	(743) 205-4330
THE SOAP BAKERZ, LLC*	8080 Concord Mills Blvd. <u>3040 EVANS ST</u>	<u>STE 121A</u>	Concord <u>GREENVILLE</u>	NC	28027 <u>27834</u>	(980) 252 866-4255 <u>227-0969</u>
THE SOAP BAKERZ, LLC*	12534 Capital Blvd. <u>CAPITAL BLVD</u>	Suite <u>STE</u> 701	Wake Forest <u>WAKE FOREST</u>	NC	27587	(984) 401-0999
<u>THE SOAP BAKERZ, LLC</u>	<u>3401 RALEIGH ROAD PKWY W</u>	<u>STE 1C</u>	<u>WILSON</u>	<u>NC</u>	<u>27896</u>	<u>(252) 294-2571</u>
<u>THE SOAP BAKERZ, LLC</u>	<u>8080 CONCORD MILLS BLVD</u>		<u>CONCORD</u>	<u>NC</u>	<u>28027</u>	<u>(980) 866-4255</u>
THE SOAP BAKERZ, LLC*	1058 Hanes Mall Blvd. <u>HANES MALL BLVD</u>		Winston-Salem <u>WINSTON SALEM</u>	NC	27103	(336) 701-5535
MIDWEST SOAP MAKERS, LLC*	5210 2nd Ave. <u>3811 32ND AVE S</u>		Kearney <u>GRAND FORKS</u>	NE <u>ND</u>	68847 <u>58201</u>	(308) 701 455-1635 <u>757-0408</u>
<u>MIDWEST SOAP MAKERS, LLC</u>	<u>4360 13TH AVE S</u>	<u>STE 40C</u>	<u>FARGO</u>	<u>ND</u>	<u>58103</u>	<u>(701) 532-0965</u>
MIDWEST SOAP MAKERS, LLC*	10110 S 15th Street <u>15TH ST</u>	Suite <u>STE</u> 104	Bellevue <u>BELLEVUE</u>	NE	68123	(531) 444-4024
MIDWEST SOAP MAKERS, LLC*	3429 13th Street <u>5210 2ND AVE</u>	Suite B	Grand Island <u>KEARNEY</u>	NE	68803 <u>68847</u>	(402) 308 770-1886 <u>455-1635</u>
MIDWEST SOAP MAKERS, LLC*	7810 West Dodge Rd. <u>DODGE ST</u>		Omaha <u>OMAHA</u>	NE	68114	(402) 452-3149
<u>MIDWEST SOAP MAKERS, LLC</u>	<u>3429 W 13TH ST</u>	<u>STE B</u>	<u>GRAND ISLAND</u>	<u>NE</u>	<u>68803</u>	<u>(308) 675-2455</u>
WASHED UP-MANCHESTER, LLC*	1500 South Willow Street <u>S WILLOW ST</u>	Space <u>SPC</u> E111	Manchester <u>MANCHESTER</u>	NH	03103	(978) 603 828-3379 <u>696-1233</u>
BCS BRICK LLC*	56 Chambersbridge Rd. <u>BRICK PLZ</u>		Brick Township <u>BRICK</u>	NJ	08723	(732) 228-4007
BC Soap NY <u>UPSTATE BCS, LLC*</u>	2609 South Road Crossing <u>4793 COMMERCIAL DR</u>	Suite 30	Poughkeepsie <u>NEW HARTFORD</u>	NY	12601 <u>13413</u>	(845) 315 792-3690 <u>939-1109</u>
<u>UPSTATE BCS, LLC</u>	<u>3409 ERIE BLVD E</u>	<u>STE 165</u>	<u>SYRACUSE</u>	<u>NY</u>	<u>13214</u>	<u>(315) 498-1500</u>

BC SOAP NY LLC*	1153 Ulster Ave. 2609 SOUTH RD	<u>STE 30</u>	Kingston POUGHKEEPSIE	NY	12401 12601	(740845) 207-0914792-3690
<u>UPSTATE</u> BCS- Cortlandt , LLC*	3144 E. Main Street 5175 TRANSIT RD	<u>STE 300</u>	Mohegan Lake BUFFALO	NY	12582 14221	(941716) 743-1932407-6060
HRG SOAP RYE BROOK, LLC*	134 South Ridge Street S RIDGE ST		Rye Brook PORT CHESTER	NY	10573	(914) 305-1353
UPSTATE BCS, LLC*	3409 Erie Blvd. E 1569 NIAGARA FALLS BLVD	165 STE 500	Dewitt BUFFALO	NY	13214 14228	(315716) 498-1500954-4366
UPSTATE BCS, LLC*	4793 Commercial Drive 720 JEFFERSON RD	<u>STE 200</u>	New- Hartford ROCHESTER	NY	13413 14623	(315585) 939-1109286-4939
<u>Upstate</u> -BCS, <u>CORTLANDT</u> LLC*	419 Commerce Drive 3150 E MAIN ST	<u>STE 300</u>	Victor MOHEGAN LAKE	NY	14564 10547	(252941) 294-2571743-1932
UPSTATE BCS, LLC*	720 Jefferson Rd. 417 COMMERCE DR	Suite 200 STE 419	Rochester VICTOR	NY	14623 14564	(917252) 886-5052294-2571
<u>Upstate</u> -BCS, <u>BC SOAP NY</u> LLC*	5175 Transit Rd. 1153 ULSTER AVE	Suite 300	Clarence KINGSTON	NY	14221 12401	(716845) 407-6060383-1484
<u>Upstate</u> -BCS <u>HOLLAND</u> , LLC*	1569 Niagara Falls Blvd. 7103 ORCHARD CENTRE DR	Suite 500	Buffalo HOLLAND	NY OH	14228 43528	(716567) 954-4366742-7471
<u>BC Soap Cincinnati</u> <u>BCS</u> <u>TOLEDO</u> , LLC*	3438 Werk Rd. 3444 SECOR RD	<u>STE 215</u>	Cincinnati TOLEDO	OH	45211 43606	(513419) 389-9999214-0331
BC SOAP CINCINNATI, LLC*	3257 Vanderear Way VANDERCAR WAY		Cincinnati CINCINNATI	OH	45209	(513) 351-0941
BC SOAP CINCINNATI, LLC*	7414 Beechmont Ave. BEECHMONT AVE		Cincinnati CINCINNATI	OH	45255	(513) 802-5788
BC SOAP CINCINNATI, LLC*	4044 Morse Crossing MORSE XING		Columbus COLUMBUS	OH	43219	(614) 532-7240
BC SOAP COLUMBUS LLC*	10709 Blacklick Eastern Rd. BLACKCLICK EASTERN RD	Suite STE 400	Pickerington PICKERINGT ON	OH	43147	(614) 762-6448
BC SOAP COLUMBUS LLC*	1290 N. Bridge Street. BRIDGE ST	Suite STE E	Chillicothe CHILLICOTHE	OH	45601	(740) 851-6031
<u>BCS Holland</u> , <u>BC SOAP</u> <u>CINCINNATI</u> LLC	7103 Orchard Centre Drive 3438 WERK RD		Holland CINCINNATI	OH	43528 45211	(567513) 742-7471389-9999
<u>BCS Toledo</u> , <u>BC SOAP CINCINNATI</u> LLC	3444 Secor Rd. 7673 BLAKE ST	SUITE 215 200	Toledo LIBERTY TOWNSHIP	OH	43606 45069	(419740) 214-0331207-0914
OZARKS SOAP, LLC*	9018 N. 121st E. Ave. 121ST EAST AVE	Suite STE 100	Owasso OWASSO	OK	74055	(918) 212-8201
OZARKS SOAP, LLC*	703 West Shawnee Bypass W SHAWNEE BYP		Muskogee MUSKOGEE	OK	74401	(918) 351-7606
BC SOAP ALLENTOWN LLC*	1249 Commerce Blvd. COMMERCE BLVD	Suite STE A	Dickson City SCRANTON	PA	18519	(570) 291-4554
<u>BCS DEVELOPERS LLC</u>	<u>407 ARENA HUB PLZ</u>		<u>WILKES-BARRE</u>	<u>PA</u>	<u>18702</u>	<u>(570) 477-7200</u>

			<u>TOWNSHIP</u>			
BC SOAP MIDWEST LLC*	942 Airport Center Drive <u>AIRPORT CENTER DR</u>		Allentown <u>ALLENTOWN</u>	PA	18109	(248 <u>484</u>) 808-4365 <u>820-2267</u>
BCS Developers <u>QUAKERTOWN, LLC</u> *	397 Arena Hub Plaza <u>218 N WEST END BLVD</u>		Wilkes-Barre-Township <u>QUAKERTOWN</u>	PA	18702 <u>18951</u>	(570 <u>267</u>) 477-7200 <u>465-5550</u>
<u>BCS KING OF PRUSSIA, LLC</u>	<u>155 MAIN ST</u>		<u>KING OF PRUSSIA</u>	<u>PA</u>	<u>19406</u>	<u>(484) 310-5550</u>
INGENUITY LLC*	13480 Clemson Blvd. <u>CLEMSON BLVD</u>		Seneca <u>SENECA</u>	SC	29678	(864) 722-5108
INGENUITY LLC*	1125 Woodruff Rd. <u>WOODRUFF RD</u>	Suite <u>STE</u> 1603	Greenville <u>GREENVILLE</u>	SC	29607	(864) 520-1044
THE SOAP BAKERZ, LLC*	1485 US <u>N HIGHWAY 17-N Hwy.</u>	Suite-A	Mt Pleasant <u>MOUNT PLEASANT</u>	SC	29464	(843) 800-1223
MIDWEST SOAP MAKERS, LLC*	4025 W 41st Street <u>41ST ST</u>		Sioux Falls <u>SIOUX FALLS</u>	SD	57106	(605) 275-5720
<u>MIDWEST SOAP MAKERS, LLC</u>	<u>5902 E 18TH ST</u>		<u>SIOUX FALLS</u>	<u>SD</u>	<u>57110</u>	<u>(605) 271-1597</u>
4 Boys Business <u>OZARKS SOAP, LLC</u>	5224 Airline Rd. <u>102 COURT SQ E</u>	Suite-115	Arlington <u>COVINGTON</u>	TN	38002 <u>38019</u>	(901) 616-6936 <u>603-6636</u>
BCS Clarksville <u>OZARKS SOAP, LLC</u>	920 TN-76 <u>216 S MILL AVE</u>	Suite-90	Clarksville <u>DYERSBURG</u>	TN	37043 <u>38024</u>	(901 <u>731</u>) 451-7151 <u>734-9104</u>
Chattanooga Soap Makers, LLC* <u>HARBOR FINANCIAL, INC.</u>	568 Northgate Mall Drive <u>1730 S GERMANTOWN RD</u>	Suite-104 <u>STE 121</u>	Hixson <u>GERMANTOWN</u>	TN	37415 <u>38138</u>	(423 <u>901</u>) 424-4316 <u>440-8900</u>
Chattanooga <u>OZARKS SOAP-Makers, LLC</u> *	2115 Gunbarrel Rd. <u>8570 US HIGHWAY 51 N</u>	Suite-A2	Chattanooga <u>MILLINGTO N</u>	TN	37421 <u>38053</u>	(423 <u>901</u>) 551-9899 <u>317-8056</u>
Chattanooga Soap Makers, 4 Boys BUSINESS <u>LLC</u> *	210 Paul Huff Parkway <u>5224 AIRLINE RD</u>	Suite-300 <u>STE 115</u>	Cleveland <u>ARLINGTON</u>	TN	37312 <u>38002</u>	(901) 616-6936
<u>OZARKS SOAP, LLC</u>	<u>229 S LINDELL ST</u>		<u>MARTIN</u>	<u>TN</u>	<u>38237</u>	<u>(731) 780-3192</u>
CHICKABEE INC.*	124 S Main Street <u>MAIN ST</u>	Suite-D	Dickson <u>DICKSON</u>	TN	37055	(615) 375-1562
HARBOR FINANCIAL II, LLC	3615 S Houston Levee Rd. <u>HOUSTON LEVEE RD</u>	Suite <u>STE</u> 102	Collierville <u>COLLIERVILL E</u>	TN	38017	(901) 457-7241
<u>OZARKS SOAP, LLC</u>	<u>2615 MEDICAL CENTER PKWY</u>	<u>STE 1500</u>	<u>MURFREESBORO</u>	<u>TN</u>	<u>37129</u>	<u>(615) 624-9117</u>
Harbor Financial, Inc. <u>BCS CLARKSVILLE, LLC</u>	1730 South Germantown Rd. <u>920 HIGHWAY 76</u>	Suite-121	Germantown <u>CLARKSVIL LE</u>	TN	38138 <u>37043</u>	(901) 440-8900 <u>451-7151</u>
LOUISVILLE SOAP, LLC*	203 Anderson Lane North <u>N ANDERSON LN</u>	Suite <u>STE</u> 105	Hendersonville <u>HENDERS ONVILLE</u>	TN	37075	(615) 590-8500
Louisville <u>THE SOAP BAKERZ, LLC</u> *	624 Davis Drive <u>11277 PARKSIDE DR</u>	Suite-100	Gallatin <u>KNOXVILLE</u>	TN	37066 <u>37934</u>	(615 <u>865</u>) 675-0998 <u>288-4006</u>
Louisville <u>OZARKS SOAP, LLC</u> *	805 Industrial Blvd. <u>112 W 7TH ST</u>	Suite-310	Smyrna <u>COLUMBIA</u>	TN	37167 <u>38401</u>	(615 <u>931</u>)

						751-4201 398-3755
Ozarks THE SOAP BAKERZ , LLC*	4021708 E Court Street STONE DR	STE 140	Covington KINGSPORT	TN	38019 37660	(901423) 603-6636 390-1219
Ozarks CHATTANOOGA SOAP MAKERS , LLC*	216 South Mill Ave. 568 NORTHGATE MALL DR	STE 104	Dyersburg CHATTNOOGA	TN	38024 37415	(731423) 734-9104 424-4316
Ozarks THE SOAP BAKERZ , LLC*	8570 US 51 1255 INTERSTATE DR	STE 107	Millington COOKEVILLE	TN	38053 38501	(901931) 317-8056 854-9087
Ozarks THE SOAP BAKERZ , LLC*	229 South Lindell Street 6631 CLINTON HWY	STE 102	Martin KNOXVILLE	TN	38237 37912	(731865) 780-3192 362-5497
Ozarks THE SOAP BAKERZ , LLC*	112 West 7th Street 4327 W ANDREW JOHNSON HWY	STE 3	Columbia MORRISTOWN	TN	38401 37813	(931423) 398-3755 839-1684
OZARKS SOAP, LLC*	2615 Medical Center Pkwy.2113 MEMORIAL BLVD	Suite 1500 STE B	MurfreesboroMURFREES BORO	TN	37129	(615) 624-9117 203-8994
Ozarks LOUISVILLE SOAP, LLC*	2113 Memorial Blvd.624 DAVIS DR	Suite B STE 100	MurfreesboroGALLATIN	TN	37129 37066	(615) 203-8994 675-0998
OZARKS SOAP, LLC*	3889 Lebanon Pike LEBANON PIKE		Hermitage HERMITAGE	TN	37076	(629) 236-4730
CHATTANOOGA SOAP MAKERS, LLC	2115 GUNBARREL RD	STE 2	CHATTANOOGA	TN	37421	(423) 551-9899
OZARKS SOAP, LLC*	4091 Mallory Ln MALLORY LN	Suite STE 108	Franklin FRANKLIN	TN	37067	(615) 656-4062
Ozarks THE SOAP BAKERZ , LLC*	3811 Green Hills Village Drive 228 MORRELL RD		Nashville KNOXVILLE	TN	37215 37919	(615865) 669-7827 951-2345
OZARKS SOAP, LLC*	1319 Union University Drive UNION UNIVERSITY DR	Suite STE B	Jackson JACKSON	TN	38305	(731) 513-1523
OZARKS SOAP, LLC*	782 Old Hickory Blvd. 3811 GREEN HILLS VILLAGE DR	Suite 120	Brentwood NASHVILLE	TN	37027 37215	(615) 733-4078 669-7827
THE SOAP BAKERZ, LLC*	11277 Parkside Drive 503 N STATE OF FRANKLIN RD		Knoxville JOHNSON CITY	TN	37934 37604	(865423) 288-4006 218-2899
The Soap Bakerz, LLC*	1708 East Stone Drive	Suite 140	Kingsport	TN	37660	(423) 390-1219
TheLOUISVILLE SOAP Bakerz , LLC*	4327 West Andrew Johnson Highway805 INDUSTRIAL BLVD	Suite 3 STE 310	Morristown SMYRNA	TN	37813 37167	(423615) 839-1684 751-4201
The Soap Bakerz, LLC*	6631 Clinton Highway	Suite 102	Knoxville	TN	37912	(865) 362-5497
TheOZARKS SOAP Bakerz , LLC*	1255 Interstate Drive782 OLD HICKORY BLVD	Suite 107 STE 120	Cookeville BRENTWOOD	TN	38501 37027	(931615) 854-9087 733-4078
The Soap Bakerz, LLC**	503 N State of Franklin Rd.		Johnson City	TN	37604	(423) 218-2899
THE SOAP BAKERZ, LLC	228 Morrell Rd.740 MAIN ST W		Knoxville OAK RIDGE	TN	37919 37830	(865) 951-2345 272-2246

THE SOAP BAKERZ, LLC*	5228 North Broadway Street <u>N BROADWAY ST</u>		Knoxville <u>KNOXVILLE</u>	TN	37918	(865) 297-5058
The <u>CHATTANOOGA SOAP</u> Bakerz <u>MAKERS, LLC*</u>	740 Main Street W <u>210 PAUL HUFF</u> <u>PKWY NW</u>	<u>STE 300</u>	Oak Ridge <u>CLEVELAND</u>	TN	37830 <u>37312</u>	(865)423 272-2246 <u>813-3010</u>
BCS—Brenham <u>LOUISVILLE SOAP,</u> <u>LLC*</u>	960 U.S. Highway 290 E <u>1433 W. MAIN</u> <u>STREET</u>	Suite 500	Brenham <u>LEBANON</u>	TX <u>TN</u>	77833 <u>37087</u>	(979)615 270-6052 <u>525-3222</u>
STIR & POUR BCS —Cineo- Ranch, <u>ALLEN LLC**</u>	23501 Cineo Ranch Blvd. <u>820 W STACY</u> <u>RD</u>	Unit #B135 <u>STE</u> <u>147</u>	Katy <u>ALLEN</u>	TX	77494 <u>75013</u>	(281)972 396-4196 <u>832-8064</u>
BCS—Conroe <u>STIR & POUR VAN</u> <u>ALSTYNE LLC*</u>	247 South Loop 336 West <u>136 N MAIN ST</u>		Conroe <u>VAN ALSTYNE</u>	TX	77304 <u>75495</u>	(936)469 207-2503 <u>406-7007</u>
BCS—Heights <u>BP&W HOLDINGS,</u> <u>LLC*</u>	2222 North Shepherd Drive <u>3530 W</u> <u>UNIVERSITY DR</u>	<u>STE 302</u>	Houston <u>MCKINNEY</u>	TX	77008 <u>75071</u>	(346)214 701-8240 <u>901-2859</u>
BCS—Huntsville, LLC*	193 Interstate 45 S	Suite E	Huntsville	TX	77340	(936) 235-3349
BCS—Kyle, LLC*	5401 S FM 1626	Suite 310	Kyle	TX	78640	(512)-504-3063
BCS—Midland, LLC*	2900 West Loop 250 N		Midland	TX	79705	(432)-217-6503
BCS—Richmond <u>TEXAS SOAP</u> <u>Co., LLC*</u>	3415 FM 762 Rd. <u>308 W WALNUT ST</u>		Richmond <u>CELINA</u>	TX	77469 <u>75009</u>	(281)469 495-5018 <u>202-3151</u>
BCS—Round Rock, LLC*	210 University Blvd.	Suite 160	Round Rock	TX	78665	(512)-843-4100
BCS—Sugarland LLC*	15851 Southwest Freeway, Sugar Land		Sugar Land	TX	77479	(346)-345-4337
BCS SULPHUR SPRINGS, LLC	217 Main Street <u>MAIN ST</u>		Sulphur Springs <u>SULPHUR</u> <u>SPRINGS</u>	TX	75482	(903) 919-0613
BCS—Pearland <u>BUFF CITY SOAP —</u> <u>WESTLAKE, LLC</u>	11302 Broadway Street <u>701 S CAPITAL OF</u> <u>TEXAS HWY</u>	#106 <u>STE B270</u>	Pearland <u>AUSTIN</u>	TX	77584 <u>78746</u>	(346)512 409-2939 <u>814-0004</u>
BP&W Holdings, LLC*	3530 W University Drive	Suite 302	McKinney	TX	75071	(214)-901-2859
BUFF CITY SOAP – CEDAR PARK, LLC*	2800 E Whitestone Blvd. <u>WHITESTONE</u> <u>BLVD</u>	Suite <u>STE</u> 225	Cedar Park <u>CEDAR PARK</u>	TX	78613	(737) 757-1150
Buff City Soap—Jones- Crossing, LLC*	11667 FM 2154	Suite 600	College Station	TX	77845	(979)-703-1070
BUFF CITY SOAP – VINEYARD, LLC*	1205 N Loop <u>LOOP</u> 1604 <u>W</u>	Suite <u>STE</u> 101	San Antonio <u>SAN</u> <u>ANTONIO</u>	TX	78258	(210) 600-4119
BUFF CITY SOAP – Westlake <u>JONES</u> <u>CROSSING, LLC*</u>	701 S Capital of Texas Highway <u>11667 FM</u> <u>2154 RD</u>	Suite B 270 <u>STE</u> <u>600</u>	West Lakes- Hills <u>COLLEGE STATION</u>	TX	78746 <u>77845</u>	(512)979 814-0004 <u>703-1070</u>
Ozarks Soap <u>BCS-PEARLAND,</u> <u>LLC*</u>	220 Richmond Ranch Rd. <u>11302</u> <u>BROADWAY ST</u>	<u>STE 106</u>	Texarkana <u>PEARLAND</u>	TX	75503 <u>77584</u>	(630)346 740-1954 <u>409-2939</u>
PROSPER SOAP COMPANY, LLC*	1100 S. Preston Rd. <u>PRESTON RD</u>	Suite <u>STE</u> 30	Prosper <u>PROSPER</u>	TX	75078	(469) 481-2288

Stir & Pour BCS Allen SUDS AND SHINY, LLC*	820 West Stacy Rd. 1431 E SOUTHLAKE BLVD	Suite 147 STE 541	Allen SOUTHLAKE	TX	75013 76092	(972) 817-832-8064 410-8444
SUDS AND SHINY, LLC	1735 E BROAD ST	STE 109	MANSFIELD	TX	76063	(817) 592-3397
Stir & Pour Van Alstyne BCS - CINCO RANCH, LLC*	136 North Main Drive 23501 CINCO RANCH BLVD	UNIT B135	Van Alstyne KATY	TX	75495 77494	(469) 281-406-7007 396-4196
Suds and Shiny BCS - ROUND ROCK, LLC*	140 Northwest John Jones Drive 210 UNIVERSITY BLVD	Suite 148 STE 160	Burleson ROUND ROCK	TX	76028 78665	(203) 512-313-6637 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 LOOP 288		Denton DENTON	TX	76205	(940) 218-1882
Suds and Shiny BCS - CONROE LLC*	1431 East Southlake Boulevard 247 S LOOP 336 W	Suite 541 STE 300	Southlake CONROE	TX	76092 77304	(817) 936-410-8444 207-2503
BCS - HUNTSVILLE, LLC	193 INTERSTATE 45 S	STE E	HUNTSVILLE	TX	77340	(936) 235-3349
SUDS AND SHINY, LLC*	1735 E Broad Street 140 NW JOHN JONES DR	Suite #109 STE 148	Mansfield BURLESON	TX	76063 76028	(817) 682-592-3397 224-5480
BCS - SUGARLAND LLC	15850 SOUTHWEST FWY	STE 300	SUGAR LAND	TX	77479	(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
SUDS AND SHINY, LLC*	1700 N Hwy. HIGHWAY 77	Suite STE 185	Waxahachie WAXAHACHIE	TX	75165	(432) 409-557-1955 736-5883
Texas Soap Co. BCS - BRENHAM, LLC	308 W Walnut Street 960 HIGHWAY 290 E	STE 500	Celina BRENHAM	TX	75009 77833	(469) 979-202-3154 270-6052
TEXAS SOAP CO., LLC	102 N Murphy Rd. MURPHY RD	Suite STE 1027	Murphy PLANO	TX	75094	(573) 972-680-2637 905-5921
BCS - RICHMOND, LLC	3415 FM 762 RD	STE 130	RICHMOND	TX	77469	(281) 495-5018
The VA SOAP BAKERZ, LLC*	12551 Jefferson Ave. 3911 WARDS RD	STE G	Newport News LYNCHBURG	VA	23602 24502	(757) 434-586-3786 215-3503
VA SOAP BAKERZ, LLC*	2235 Colonial Ave. COLONIAL AVE SW		Roanoke ROANOKE	VA	24015	(540) 655-9347
VA SOAP BAKERZ, LLC*	3911 G Wards Rd. 12637 STONE VILLAGE WAY		Lynchburg MIDLOTHIAN	VA	24502 23113	(434) 804-215-3503 594-6899
VA SOAP BAKERZ, LLC*	12637 Stone Village Way 11341 W BROAD ST	STE 175	Midlothian GLEN ALLEN	VA	23236 23060	(804) 594-6899

VA SOAP BAKERZ, LLC*	1601 Willow Lawn Drive <u>WILLOW LAWN DR</u>	Suite <u>STE</u> 301C	Richmond <u>RICHMOND</u>	VA	23230	(804) 447-7833
VA <u>THE</u> SOAP BAKERZ, LLC*	11341 W Broad Street <u>12551 JEFFERSON AVE</u>	Suite 175 <u>STE 155</u>	Glen Allen <u>NEWPORT NEWS</u>	VA	23060 <u>23602</u>	(804) 757-594-6899 <u>586-3786</u>
GREAT LAKES SOAP, LLC*	3201 Golf Road <u>GOLF RD</u>	Suite <u>STE</u> A-9	Delafield <u>DELAFIELD</u>	WI	53018	(262) 303-0080
LOUISVILLE SOAP, LLC*	220 RHL Blvd <u>R H L BLVD</u>		Charlestown <u>SOUTH CHARLESTON</u>	WV	25309	(304) 807-9316
LOUISVILLE SOAP, LLC*	5407 University Town Centre Drive <u>UNIVERSITY TOWN CENTRE DR</u>	Suite <u>STE</u> 4	Morgantown <u>MORGANTOWN</u>	WV	26501	(304) 244-5141
LOUISVILLE SOAP, LLC*	401 Grand Central Ave <u>GRAND CENTRAL AVE</u>		Vienna <u>VIENNA</u>	WV	26105	(681) 326-0990
LOUISVILLE SOAP, LLC*	534 Emily Drive <u>2064 THUNDERING HERD DR</u>		Clarksburg <u>BARBOURSVILLE</u>	WV	26301 <u>25504</u>	(681) 455-3001 <u>955-9801</u>
LOUISVILLE SOAP, LLC*	2064 Thundering Herd Drive <u>534 EMILY DR</u>		Barboursville <u>CLARKSBURG</u>	WV	25504 <u>26301</u>	(304) 681-955-9801 <u>455-3001</u>

Franchisees that have closed in ~~2022~~ 2023

FRANCHISEE	STORE ADDRESS	CITY	STATE	ZIP	TELEPHONE
BC Soap Tampa LLC	1715 Cape Coral Pkwy. West #27	Cape Coral	FL	33914	(239) 541-3902
Desert Made <u>LOUISVILLE SOAP, LLC</u>	21101 North John Wayne Pkwy., Suite E102, 85139 <u>815 EAST MARKET ST</u>	Maricopa <u>LOUISVILLE</u>	AZ <u>KY</u>	85139 <u>40206</u>	(503) 502-891-36 <u>42 653-5797</u>
Desert Made <u>THIRD COAST SOAP LLC*</u>	1320 W. Elliot Rd., Suite 1134 <u>45179 MARKET ST</u>	Tempe <u>SHELBY CHARTER TOWNSHIP</u>	AZ <u>MI</u>	85284 <u>48315</u>	(503) 586-891-36 <u>42 991-5345</u>

Franchisees with Franchise Agreements not yet Operational as of the Fiscal Year Ended ~~January 1~~ December 31, 2023

None.

Transfers during the Fiscal Year Ended ~~January 1~~December 31, 2023

<u>FRANCHISEE</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST.</u>	<u>ZIP</u>	<u>TELEPHONE</u>
Panhandle Soaps <u>THIRD</u> COAST SOAP, LLC*	421 Mary Esther Blvd., Suite C <u>3401</u> OWEN ROAD	Mary Esther <u>FENT</u> ON	FL <u>MI</u>	32569 48430	(850)810 374-3408 <u>208-7158</u>
Kansas Soapery <u>THIRD</u> COAST SOAP, LLC*	2050 NW Lowenstein Rd., Ste. C 3490 OKEMOS ROAD	Lee's Summit <u>OKE</u> MOS	MO I	64082 48864	(816)517 295-6870 <u>708-7075</u>
Kansas Soapery LLC*	2007 West Foxwood Drive, Ste. E	Raymore	MO	64083	(816) 892-4000
Texas Soapery LLC*	11302 Broadway, Ste. 106	Pearland	TX	77584	(346) 409-2939

* These franchisees have left the system in ~~2022~~2023

EXHIBIT J
COMMISSARY AMENDMENT

COMMISSARY PROGRAM

AMENDMENT TO BUFF CITY SOAP FRANCHISE AGREEMENT

~~THIS COMMISSARY PROGRAM AMENDMENT TO BUFF CITY SOAP FRANCHISE AGREEMENT (“Amendment”)~~ is made and entered into effective as of _____ (“Effective Date”), by and between ~~BUFF CITY SOAP FRANCHISING, LLC~~, a Delaware limited liability company (“Franchisor”) and _____, a _____ (“Franchisee”).

RECITALS

~~WHEREAS~~, pursuant to the terms of that certain Area Development Agreement dated _____ between Franchisor and Franchisee, Franchisee, or its affiliates, has entered into the following Franchise Agreements with Franchisor (collectively, the “Franchise Agreements”):

Location	Franchisee Entity	Date of Agreement
[LIST ALL FRANCHISE AGREEMENTS]		

(collectively the “Shops”)

– ~~WHEREAS~~; Franchisor’s affiliate, Buff City Soap Supply, LLC (“Buff City Supply”) supplies and distributes certain ingredients, products and supplies necessary for the operation of Buff City Stores (the “Proprietary Products”) to Buff City Soap franchisees as well as Buff City Soap retail products (the “Retail Products”) to Buff City Soap customers all of which are marketed under the Buff City Soap® trademarks, service marks, logos, and proprietary System (the “Marks”);

~~WHEREAS~~, Franchisee has applied to Franchisor for the right to purchase the Proprietary Products to produce, sell and distribute certain Retail Products to other Buff City Stores through the operation of a distribution center located at _____ (“Commissary”);

~~WHEREAS~~, Franchisor has approved Franchisee’s operation of a Commissary in reliance upon all of the representations made herein; and

~~WHEREAS~~, Franchisee acknowledges and agrees that the restrictions on Franchisee contained in this Amendment are necessary to maintain the secrecy of the Proprietary Information and the quality of the Proprietary Products and Retail Products produced and sold under the Marks, and to achieve the successful operation of the Commissary;

~~NOW, THEREFORE~~, in consideration of the premises and the mutual covenants, agreements and obligations set forth herein, it is hereby agreed as follows:

1. INCORPORATION OF TERMS OF FRANCHISE AGREEMENTS.

(a) This Amendment shall amend and supplement the Franchise Amendments. The terms, covenants and conditions of this Amendment are incorporated into the Franchise Amendments, and with respect to any conflict between the Franchise Amendments and this Amendment, the terms of this Amendment shall be controlling with respect to the subject matter thereof. All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Amendments.

~~(b) Except as expressly set forth in this Amendment, the rights, duties and obligations of the parties with respect to the Commissary shall be the same as the rights, duties and obligations of the parties with respect to the Buff City Stores described in the Franchise Amendment.~~

~~2. GRANT OF LICENSE.~~

~~(a) Subject to the terms and conditions contained herein, Franchisor hereby grants to Franchisee a non-exclusive right and license during the term of this Amendment to, within the following “**Designated Commissary Territory**” purchase and use the Proprietary Products to produce, distribute, and sell Retail Products to other Buff City Soap®-branded shops:~~

Designate d Territory:	
--	--

~~(b) Franchisee acknowledges, understands and agrees that the Commissary (i) shall be dedicated to storing the Proprietary Products purchased from Buff City Supply and producing and distributing the Retail Products pursuant to this Amendment, (ii) shall not be shared with any other party or related party businesses, (iii) shall not perform manufacturing, production or fulfillment services for any other products, and (iv) shall not be relocated without the prior written consent of Franchisor.~~

~~(c) The Commissary shall be constructed, equipped and maintained in accordance with all applicable federal, state and local laws (including all certifications and licenses for disposal of certain waste products which are deemed hazardous under applicable laws) and in accordance with Franchisor’s standards and specifications as prescribed from time to time.~~

~~(d) Franchisee acknowledges, understands and agrees that Franchisor may terminate the license herein granted, with or without cause, at any time upon thirty (30) days prior written notice.~~

~~3. **ROYALTY.** In consideration of the rights granted to Franchisee hereunder, Franchisee agrees to pay Franchisor a monthly royalty fee in the amount of eight percent (8%) of the Net Sales of all Retail Products sold by Franchisee through the Commissary (“**Commissary Royalty**”); provided, however, that no Commissary Royalty shall be due on the sale of Initial Inventory Kits by Franchisee to other Buff City Soap®-branded locations. Such Commissary Royalty shall be payable by the 15th day of each month during the term of this Amendment on the Net Sales of such Proprietary Products, for the previous month.~~

~~4. **COMMISSARY STANDARDS AND SPECIFICATIONS.** Franchisee will operate the Commissary in accordance with Franchisor’s specifications, standards and operating procedures as set forth in the Franchise Agreement, the Manuals or otherwise in writing and any other standards of operation Franchisor prescribes, in Franchisor’s sole and absolute discretion, which are applicable to the operation of the Commissary.~~

~~5. **AUTHORIZED COMMISSARY SALES.** Franchisee acknowledges, understands and agrees that Franchisor may authorize different Proprietary Products and Retail Products for sale from the Commissary than those authorized for sale from the Shops. Franchisee will offer for sale and sell only those Proprietary Products and Retail Products from the Commissary that Franchisor has approved, in its sole discretion.~~

~~6. **DEVELOPMENT OBLIGATIONS.** Franchisee understands, acknowledges and agrees that its operation of the Commissary will not count as the operation of a separate franchised Buff City Soap®-branded~~

~~shop in determining Franchisee's compliance with its development obligations under any Area Development Agreement between Franchisee or Franchisee's affiliates, and Franchisor.~~

~~7. **INSPECTION RIGHTS.** Franchisee understands, acknowledges and agrees that Franchisor's right to inspect the Shops as set forth in the Franchise Agreement will extend to and include the Commissary.~~

~~8. **INSURANCE AND INDEMNIFICATION.** In addition to the requirements in the Franchise Agreement, Franchisee is responsible for all loss or damage arising from or related to the Commissary and its operation of the Commissary, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring in connection with the operation of the Commissary. In addition to the insurance required by the Franchise Agreement for the Shops, Franchisee will procure and maintain in full force and effect throughout the term of this Amendment that insurance which Franchisor determines is necessary or appropriate for liabilities caused by or occurring in connection with the operation of the Commissary. The general requirements for each insurance policy that Franchisee is required to maintain under the Franchise Agreement for the Shops will extend to the insurance policies for the Commissary. Indemnification obligations under the Franchise Agreement will include any claims relating to its use and operation of the Commissary.~~

~~9. **NO ASSIGNMENT.** Any proposed Transfer (as defined in the Franchise Agreement) of the Commissary will be subject to the conditions on Transfer contained in the Franchise Agreement. Franchisee may not permit any third party (other than its employees or agents) to use, operate, access or manage the Commissary.~~

~~10. **TERMINATION OF RIGHT TO OPERATE COMMISSARY.** If Franchisee defaults with respect to its obligations under the Franchise Agreement(s) and Franchisee fails to cure the default within the applicable cure period (if any), Franchisor may elect, in Franchisor's sole and absolute discretion, to terminate the rights granted to Franchisee pursuant to this Amendment. In that event, Franchisee shall immediately cease operating the Commissary and comply with any post-termination obligations set forth by Franchisor.~~

~~11. **GENERAL RELEASE.** Franchisee on behalf of itself and Franchisee's parent, subsidiaries and affiliates) (collectively, "Releasors") freely and without any influence forever release and covenant not to sue Franchisor, its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "claims"), that any Releasor now owns or holds or may in the future own or hold based on, arising out of or relating to, in whole or in part any fact, event, conduct or omission occurring on or before the date of this Amendment, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to this Amendment, the Franchise Agreement(s) and all other agreements between any Releasor and Franchisor or its parent, subsidiaries or affiliates, the sale of any franchise to any Releasor, the development and operation of the Shops and the Commissary and the development and operation of all other Shops operated by any Releasor. Releasors expressly agree that fair consideration has been given by Franchisor for this release, and they fully understand that this is a negotiated, complete and final release of all claims. Notwithstanding the foregoing, this Section 11 does not apply to claims arising under the Franchise Investment Protection Act, Chapter 19.100 RCW, or the rules adopted thereunder.~~

~~12. **MISCELLANEOUS.**~~

~~(a) **Capitalized Terms.** Any capitalized term that is not defined in this Amendment will have the meaning given it in the Franchise Agreement(s).~~

~~(b) Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision of this Amendment.~~

~~(c) Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered will be deemed to be an original. This Amendment may be signed using electronic signatures, and such signatures will have full legal force and effect.~~

~~(d) Limited Modification. Except as expressly modified by this Amendment, the Franchise Agreement(s) remain unmodified and in full force and effect.~~

~~(e) Applicability.~~

~~IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Amendment as of the Effective Date.~~

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

EXHIBIT K

TRAINING LIABILITY WAIVER

TRAINING LIABILITY WAIVER

THIS AGREEMENT RESULTS IN YOU WAIVING RIGHTS AND POTENTIAL RIGHTS, WHETHER ON YOUR OWN BEHALF AND/OR ON BEHALF OF SOMEONE FOR WHOM YOU ARE AUTHORIZED TO MAKE SUCH DECISIONS AND AGREEMENTS. THE PERSON WHOSE RIGHTS ARE BEING WAIVED AND RELEASED IS THE "RELEASEE". YOU SHOULD NOT EXECUTE THIS AGREEMENT UNTIL AND UNLESS YOU COMPLETELY UNDERSTAND IT AND UNRESERVEDLY AND IRREVOCABLY CONSENT TO IT. THIS AGREEMENT IS LEGALLY BINDING.

Good Judgment and Good Conduct by Releasee. Releasee warrants and represents that Releasee is capable of using, and shall use, good judgment with regard to Releasee's conduct in connection with, participation in and/or observation of activities (the "Activities") in connection with initial training program for franchisees hosted by Buff City Soap Franchising, LLC and its affiliates (collectively, the "Company"). Some of the Activities will involve some level of potential harm, and Releasee, in its discretion, must and shall decide to participate in, or observe, Activities only if and to the extent Releasee can reasonably and is comfortable doing so. Releasee agrees not to participate in Activities if Releasee is uncomfortable or unsure regarding the safety or appropriateness of participating. Releasee will otherwise act in a manner which is respectful and safe toward others during and relating to the Activities and when participating in or being present at any in person or online Company sponsored, organized, or affiliated event or program and when on property owned or controlled by Company.

Appropriate and Sufficient Health, Medical, Physical, Mental, and Emotional Condition. Releasee warrants and represents that Releasee is in appropriate and sufficient good health and medical, physical, mental, and emotional condition to participate in the Activities that Releasee will be participating in and that Releasee has no problems or issues which would endanger Releasee or others due to such participation.

Informed Consent and Assumption of Risk. Participating in Activities at or via the Company will, by the very nature of said Activities, lead to a certain level of potential physical harm due to the substances and processes involved in training. Releasee acknowledges that Releasee is participating in Activities in areas that may be new and unfamiliar to Releasee. Releasee acknowledges that the Company is not responsible for any damages Releasee suffers as a result of any message, comment, or other communication by an Activity participant or other third party. Releasee is only participating after giving informed consent, including by way of this Agreement. By volunteering to participate in, or observe, the Activities, Releasee assumes the risk of any negative consequences which may reasonably result from the Activities, including as a result of actions or inactions by the Company, by other activity participants, or by third parties. If Releasee is not aware of the risks which may come by participating in the Activities, Releasee should not participate until and unless Releasee has sought and received information from the Company which allows Releasee to have a fair and reasonable opportunity to know and understand said risks.

Waiver and Release of Liability and Related Covenant. Releasee, on behalf of himself/herself anyone who can claim or recover by, through or under Releasee, hereby agrees to waive, relinquish, discharge, release, and covenant not to sue the Company or its parent, sister, affiliated and/or subsidiary corporations and related entities, and each of their respective members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys, representatives and volunteers (collectively, the "Released Parties"), from any and all rights, claims of injury, demands, causes of action, damages, liabilities, or loss that Releasee and anyone who can claim or recover through Releasee may have or come to have arising out of, connected with, or in any way associated with the Activities, at or via the Company or with Releasee participating in or being present at any Company sponsored, organized, or affiliated event or program or being on property owned or controlled by Company. Releasee further covenants not to sue or otherwise bring a claim or complaint against the Released Parties for any of the matters waived and released herein. This paragraph should not be interpreted to attempt to waive or release rights or claims which, by law, cannot be waived or released in this manner.

Consent to Use of Likeness. Releasee understands that during the participation in the Activities at or via the Company, Releasee's image, likeness, and/or voice may be captured in a photograph, video, or other visual, audio, or audiovisual recording (collectively, "Recordings"), which the Company may use or publish, including without limitation for purposes of advertising or promoting the Company or its services and products or for the provision of the Activities. By participating in the Activities, Releasee irrevocably permits the Company and its affiliates, agents, employees, and assigns rights and permission to (1) record, videotape, and photograph or publish Recordings of Releasee and/or Releasee's name (with or without sound) either alone or with others on any media; (2) use, distribute, publish, display, reproduce and otherwise exploit the Recordings, in whole or in part, and in any and all manners and media, with or without Releasee's name or a fictitious name for any purpose, including without limitation editorial, audiovisual, advertising, or trade purposes; (3) alter, edit, crop, or retouch the Recordings without restriction; and (4) copyright the Recordings in any manner the Company may choose. Releasee understands that the Recordings may be used in any media, including without limitation on the Internet, and that the Recordings may be displayed publicly and prominently. Releasee further understands that no compensation or royalty will be provided to Releasee for use of Releasee's image, likeness and/or name. Releasee waives any right to inspect or approve any use of Recordings by the Company.

Limitations on Damages in Case of Liability. Should Company somehow be found liable despite this Agreement, Releasee agrees that the maximum damages Company shall be liable for is the total amount Releasee has paid to Company.

Company Indemnified, Defended, and Held Harmless. Releasee hereby agrees to indemnify, defend, and hold harmless the Released Parties, at no cost to Company, as to any claims or causes of action against Company due or related to Releasee's participation in the Activities or related to any action or inaction of Releasee while on Company's property or while participating or being present in any Company sponsored, organized, or affiliated event or program, whether in person or online.

This Agreement's Interpretation, Severability, Reformation, Completeness, and Finality. The parties agree that the language of this Agreement shall not be interpreted against either party as the "drafter" and that both parties have similar bargaining power here, including since you can choose to join a different organization which assist with exercise and physical conditioning. If any part of this Agreement is found to be void, illegal, or otherwise unenforceable and if the court is able and willing to do so, the parties hereby grant a court with appropriate jurisdiction over the matter to reform or otherwise modify the Agreement if necessary to best accomplish the intent of the Agreement as stated herein. If the Agreement is not so modified, then the offending provision(s) shall be stricken but the remainder of the Agreement shall remain in effect and best interpreted to accomplish the intent of the Agreement as stated herein. The parties affirm that this Agreement is final and complete, and supersedes any other information which contradicts this Agreement, and cannot be amended except by further written agreement of the parties which is clearly intended to amend this Agreement.

Resolution of Disputes. Any disputes between Releasee and Company regarding this Agreement or any other aspect of the relationship between Releasee and Company which results in a legal or quasi-legal action being initiated, Texas laws and rules shall apply to the extent allowable. Jurisdiction and venue for any legal or quasi-legal action shall only be with a state court in Dallas, Texas. Each party will bear its own court costs and attorneys' fees except that the prevailing party shall recover its legal costs and fees relating to that dispute, including attorneys' fees and including any costs of collection, whether pre-litigation or otherwise.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement as of the Effective Date of _____, 20__.

FRANCHISOR:

BUFF CITY SOAP FRANCHISING, LLC

By:_____

Printed Name:_____

Title:_____

FRANCHISEE:

[_____]

By:_____

Printed Name:_____

Title: _____

EXHIBIT ~~L~~^K
STATE EFFECTIVE DATES AND RECEIPT PAGES

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	November 13, 2023 Pending
Hawaii	Registration Withdrawn Pending
Illinois	December 5, 2023 Pending
Indiana	September 30, 2023 Pending
Maryland	December 1, 2023 Pending
Michigan	September 29 June 27, 2023 2024
Minnesota	October 19, 2023 Pending
New York	February 1, 2024 Pending
North Dakota	October 2, 2023 Pending
Rhode Island	September 21, 2023 Pending
South Dakota	September 30, 2023 Pending
Virginia	November 1, 2023 Pending
Washington	Pending
Wisconsin	September 30, 2023 Pending

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
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: ~~September 29, 2023~~ June 27, 2024

I received a disclosure document ~~September 29, 2023~~ dated June 27, 2024. The disclosure document included the following Exhibits:

<u>Exhibit A</u>	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;
<u>Exhibit B</u>	Area Development Agreement
<u>Exhibit C</u>	Form of General Release
<u>Exhibit D</u>	Form of Non-Disclosure and Non-Use Agreement
<u>Exhibit E</u>	Disclosure Document Addenda Required by Certain States
<u>Exhibit F</u>	Financial Statements
<u>Exhibit G</u>	State Administrators and Agents for Service of Process
<u>Exhibit H</u>	Table of Contents of Manuals
<u>Exhibit I</u>	Names and Addresses of Franchisees
Exhibit J	Commissary Amendment
<u>Exhibit K</u>	Training Liability Waiver
Exhibit L <u>K</u>	State Effective Dates and Receipts

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 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
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: ~~September 29~~June 27, 20232024

I received a disclosure document dated ~~September 29~~June 27, 20232024. The disclosure document included the following Exhibits:

<u>Exhibit A</u>	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;
<u>Exhibit B</u>	Area Development Agreement
<u>Exhibit C</u>	Form of General Release
<u>Exhibit D</u>	Form of Non-Disclosure and Non-Use Agreement
<u>Exhibit E</u>	Disclosure Document Addenda Required by Certain States
<u>Exhibit F</u>	Financial Statements
<u>Exhibit G</u>	State Administrators and Agents for Service of Process
<u>Exhibit H</u>	Table of Contents of Manuals
<u>Exhibit I</u>	Names and Addresses of Franchisees
Exhibit J	Commissary Amendment
<u>Exhibit K</u>	Training Liability Waiver
Exhibit L <u>K</u>	State Effective Dates and Receipts

Dated: _____

Individually and as an Officer

Printed Name

of _____

(a _____ Corporation)
(a _____ Partnership)
(a _____ Limited Liability Company)

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 6/27/2024 12:00:47 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://docs.quarles.com/ACTIVE/85091917/10	
Modified DMS: iw://docs.quarles.com/ACTIVE/90743715/1	
Changes:	
<u>Add</u>	1542
Delete	1782
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	50
Table Delete	43
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	3
Embedded Excel	0
Format changes	0
Total Changes:	3420