

FRANCHISE DISCLOSURE DOCUMENT

FRENCHIES
modern nail care

FRENCHIES, LLC
a Colorado limited liability company
2679 West Main, #363
Littleton, Colorado 80120
Telephone: 720.526.2935
franchise@frenchiesnails.com
www.frenchiesnails.com

FRENCHIES, LLC is offering franchises for the use of the trademark “FRENCHIES”® and related trademarks and service marks for the operation of a business offering hand and foot care services for men and women and the sale of related products (“**Nail Studio**”).

The total investment required to begin operating a FRENCHIES franchise ranges from \$299,542 to \$543,231. This includes ~~\$53,817~~\$52,317 to ~~\$54,256~~\$52,756 that you must pay to the franchisor or its affiliates. We may also offer you the right to develop two (2) or more Nail Studios. You would then sign an “Area Development Agreement” and pay a Development Fee equal to the sum of the initial franchise fee for each franchise you agree to open, which will be equal to \$49,500, for your first Nail Studio, plus a range from \$39,500 to \$29,500 per additional Nail Studio you agree to develop, depending on the number of Nail Studios you agree to develop. If you pay a Development Fee, you will not pay an Initial Franchise Fee. Your estimated initial investment will vary based on the number of Nail Studios franchises to be developed.

This Disclosure Document summarizes, in plain English, select provisions of your franchise agreement and other information. Carefully read this Disclosure Document and all its accompanying agreements. Please note that you **must** receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with (or make any payment to) the franchisor or an affiliate for the proposed franchise sale. **Please also note that no governmental agency has verified the information in this document.**

You may want to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of different formats for this Disclosure Document, contact our Co-Chief Executive Officer, Guy Coffey, at the address and telephone number above.

The terms of your contract will govern your franchise relationship. Please do not rely on this Disclosure Document alone to understand your contract. Read your entire 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. The Federal Trade Commission provides more information about franchising, including “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document. 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 website 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 about franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: April ~~1922~~, 2024.

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require that all disagreements be settled by mediation, arbitration or litigation only in Colorado. Out of state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with us in Colorado than in your home state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that 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 franchised business.
5. **Financial Condition.** ~~The auditor's report on the Franchisor's financial condition, as reflected in its financial statements expresses substantial doubt about the Franchisor's (see Item 21), calls into question the franchisor's financial ability to remain in business. This means that the Franchisor may not have the financial resources to provide services and support to you.~~
6. **Unopened Franchises.** ~~The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.~~

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

We estimate that the amount of this fee that you pay to us before opening will range from \$1,317 to \$1,756 depending on when you open your Nail Studio, assuming you open within our estimated timeframes. ~~In addition, you will pay us a \$500 technology set up fee upon the signing of your lease. None of these fees are refundable. The Technology Fee is not refundable.~~

Opening Inventory of Certain Proprietary and Branded Items

You are required to purchase from our affiliate, Burst Distribution, certain branded and proprietary items for use in your Nail Studio, including proprietarily labeled back bar items, nail polishes, retail and other items that we adopt for use in the System. The cost of the opening inventory of these items ranges from \$1,500 to \$2,000 (plus actual shipping costs), depending on the size of your Nail Studio.

**ITEM 6
OTHER FEES**

TYPE OF FEE	AMOUNT (NOTE 1)	DUE DATE	REMARKS
Royalty Fee (Note 2)	Greater of: (a) the Minimum Royalty Fee (\$100/week); or (b) 5.5% of Gross Revenues each week.	Payable on Monday of each week for the prior week. (Note 3)	Gross Revenues includes all revenue generated by your Nail Studio.
General Advertising and Marketing Fund Contributions	2% of your Gross Revenues each week, which amount is subject to change upon our notice to you.	Payable on Monday of each week for the prior week.	We reserve the right to increase this contribution to up to 3% of your Gross Revenues each week. (See Note 2 and Item 11).
Local Advertising	At least 1.5% of Gross Revenues	As incurred, in connection with the advertising programs that you choose.	This will be paid to third party service providers. We have the right to require that you provide us with proof that these funds were spent. See <u>Item 11</u> .
Technology Fee (Note 4)	\$439 per month as of the date of this Disclosure Document; provided we may increase this fee to cover our then-current costs, including for the license of your business operations software and other technology.	Payable monthly on the 15 th day of each month, starting the month following the signing of your lease.	You pay this fee to us, provided that we may direct you to pay all or a portion directly to any provider that licenses technology to you. We pay much of it to the studio management software provider that will license this software to you. The fee also covers certain email hosting, access to our online franchisee information system, learning management system, and other technology maintenance and upgrades.

TYPE OF FEE	AMOUNT (NOTE 1)	DUE DATE	REMARKS
Advertising Cooperative Fees	Not applicable until there is an advertising cooperative in place in your region. If applicable, may not exceed 1.5% of Gross Revenues and expenditures will be credited towards the local advertising requirement.	Same as Royalty Fee or as designated by your cooperative	These will be paid to third party service providers and/or your cooperative. Your payments will be determined by you and the other participants in the advertising cooperative, as set forth in the by-laws of that advertising cooperative or payment agreements of such cooperative. Currently there are no advertising cooperatives in place.
Annual Conference Fee (Note 5)	\$399 for each attendee based on early registration, which amount may be increased annually.	120 days before our Annual Conference	You only pay this fee once a year, for one studio, regardless of how many studios you open. Payment of this fee covers registration for one person attending our Annual Conference. The person holding a controlling interest in your studio must attend.
Renewal Fee	\$3,000, reduced to \$2,500 if we receive the fee and all your signed renewal documents at least 30 days before your franchise expires.	At least 15 days before the term of your Franchise Agreement expires.	You only pay this fee if you want to renew your franchise.
Transfer Fee	\$10,000 or \$5,000. (Note 6)	Before you transfer the franchise.	You only pay this fee if you sell (or otherwise transfer) your franchise or your interest in it. This fee is subject to applicable state law.
Relocation Fee	\$1,000, plus our expenses.	When you submit a request to move your Nail Studio.	You only pay this fee if you want to relocate your studio. If we do not approve your request, we will refund the fee.
Audit	Cost of audit.	30 days after billing.	Payable only if audit shows an understatement of at least 2% of Gross Revenue for any month.
Charges for Inspections and "Mystery Customer" Quality Control Evaluation	Will vary under the circumstances. Actual costs incurred.	Upon demand, if incurred.	See Note 7. Inspections and mystery shopping will be separate from our programs for customer surveys and customer satisfaction audits (which may require you to accept coupons from participating customers for discounted or complimentary items).

TYPE OF FEE	AMOUNT (NOTE 1)	DUE DATE	REMARKS
Additional Training and Assistance (Note 8)	\$500 per diem fee per trainer, which amount is subject to change, plus reimbursement of expenses.	Immediately after notice from us.	If you request that we provide additional training, or if we determine that additional training is required, you must pay our daily fee for each trainer, and you must reimburse each trainer's expenses for any necessary travel, including travel, lodging, meals and other reasonable expenses in accordance with our travel and expenses policy.
"Fundamentals" Training	\$25 to \$50 per participant, which amount is subject to change.	Immediately after notice from us.	We may from time to time offer optional in-person "fundamentals" or "back-to-the-basics" training sessions at locations we designate. You will also be responsible for the cost of your travel, lodging, and meals, if applicable.
Ongoing Purchases of Proprietary Products	The price established by the applicable approved supplier from time to time.	Before shipment.	All products you will use in your Nail Studio must meet our standards. This will be paid to us, our affiliates, or to other approved suppliers on the terms established from time to time by the applicable supplier.
Insurance Handling Fees	\$100, which amount is subject to change.	Immediately after notice from us.	You only pay this fee to us if you fail to obtain or maintain insurance, and we obtain the insurance coverage for you. This fee does not include the cost of insurance premiums, for which you must also reimburse us.
Indemnification	Will vary under the circumstances. <u>Actual losses and costs incurred.</u>	If incurred.	You must reimburse us if we are held liable for claims arising from your Nail Studio. (Note 9).
Liquidated Damages	See Note 10.	Within five days of termination of your Franchise Agreement or Area Development Agreement for cause.	You must pay this fee if we terminate your Franchise Agreement or Area Development Agreement for cause.
Cost of Enforcement or Defense	All costs including actual accounting and reasonable attorneys' fees incurred, will vary under the circumstances.	Immediately after notice from us.	You only pay this amount if we prevail in any legal action we bring against you or successfully defend any claim you bring against us.

TYPE OF FEE	AMOUNT (NOTE 1)	DUE DATE	REMARKS
Interest	Lesser of 1.5% per month or highest rate of interest allowed by applicable law.	As incurred.	Payable on all overdue amounts.
Late Report Fee	\$100 per violation.	As incurred.	Payable only if a required report or financial statement is not delivered when due.
Insufficient Funds Fee	\$100 per check that you submit to us that is returned for insufficient funds, and \$100 each time that we are unable to collect via EFT due to insufficient funds.	If incurred.	
Standard Default Fee	\$500 per uncured violation.	If incurred.	In addition to any rights and remedies we may have under the Franchise Agreement, if you breach certain provisions of your Franchise Agreement and fail to cure the default during the applicable cure period, you must pay us \$500 per cure period until the default is cured to offset our expenses incurred to address the default. This may not be enforceable under California law.
Prohibited Product, Service, Supplier or Advertising Fee	\$250 per day of use of unauthorized products, services, suppliers or advertising.	If incurred.	In addition to any rights and remedies we may have, if you use any unapproved or unauthorized product, service, or supplier, or any advertising that we have not approved you must pay this fee to us to offset the costs associated with your unauthorized use. Subject to applicable law.
Uniform Non-Compliance Fine	\$250 per day of occurrence.	If incurred.	In addition to any rights and remedies we may have, if you violate our Uniform Policy you must pay us this fine. Subject to applicable law.
Studio Refurbishment	Will vary under circumstances. <u>Actual costs incurred.</u>	As agreed.	We may require you to materially refurbish your Nail Studio to meet our then-current requirements for décor, layout, etc. We will not require you to refurbish the Nail Studio more frequently than every five years.

- (12) This estimate assumes you purchase your interior and exterior signage. The total cost for the signage varies depending on the size of the signs, quantity, whether the signs are illuminated, and the requirements of the landlord and governing authority.
- (13) Your initial inventory of nail care supplies and retail products will include disposable implements, gloves, linens, and other supplies and products as described in the Operations Manual. We have the right to change the inventory requirements at any time. This amount includes the purchase of certain items from our affiliate, Burst Distribution.
- (14) Before your Nail Studio opens, you will be expected to advertise its opening and create a Grand Opening and Ramp Up Plan that we approve. The Grand Opening and Ramp Up Plan may include digital media, print media, television advertising, radio advertising, billboards and other outdoor signage. You must provide us with a Grand Opening and Ramp Up Plan that we approve at least 30 days prior to the opening of your Nail Studio, which outlines your plan for the grand opening advertising of your Nail Studio. We may require you to work with one or more vendors that we designate to execute the Grand Opening and Ramp Up Plan. During the period of time beginning 30 days before until 90 days following the opening of the Nail Studio, you must spend a minimum of \$15,000 to implement a grand opening advertising and promotional campaign. We, at our sole discretion, may require you to purchase certain digital media, print media, television, advertising, radio advertising, billboards, signage, plus graphic designs, layouts, and written copy for advertisements, from us or from other vendors that we designate. We may require you to provide proof that these funds were spent. If you fail to spend the minimum required amount on the Grand Opening and Ramp Up Plan, we have the right to collect from you the difference between what you should have spent for the Grand Opening and Ramp Up Plan and what you actually spent. The amounts you spend on the Grand Opening and Ramp Up Plan are in addition to the General Advertising and Marketing Fees that you must pay to us. The Grand Opening and Ramp Up Plan may include digital media, print media, television advertising, radio advertising, billboards, or other outdoor signage. In addition to costs associated with the Grand Opening and Ramp Up Plan, you must purchase certain marketing materials such as branded promotional products, printed materials, large format indoor or outdoor signage, and similar items, from us or a designated supplier.
- (15) This amount includes utility costs, licensing fees, criminal background checks on all your initial employees, and professional expenses such as legal and accounting.
- (16) This amount includes estimated operating expenses you should expect to incur during the first three months of operations, not including any revenue generated by your Nail Studio. These figures do not include any taxes or other permitting or licensing fees that you may pay. [We have relied on our experience in opening our affiliate's Nail Studio in the Denver, Colorado metropolitan area and our knowledge of our franchisees' experience to compile these estimates.](#)
- (17) This amount is only due to us if you request an extension to your required opening date. If you do not request an extension, the amount will be \$0.
- (18) We have relied on our experience in opening our affiliate's Nail Studio in the Denver, Colorado metropolitan area and our knowledge of our franchisees' experience to compile these estimates. Except as specifically stated, we do not offer financing for any part of the initial investment. The availability and terms of financing will depend on factors like the availability of financing generally, your creditworthiness, your relationship with local banks, your experience in the nail care industry, and any additional collateral you may offer to a lender to secure the loan. Our

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENTS	SUMMARY
a. Length of the franchise term	Section 2.A – Franchise Agreement Sections 3.A and 4 and Rider – Area Development Agreement	The initial term is ten (10) years. The term in an Area Development Agreement depends on the number of franchises to be developed under the Area Development Agreement. It will typically be between one (1) and five (5) years.
b. Renewal or extension of the term	Section 2.B – Franchise Agreement Area Development Agreement – Not Applicable	If you are in good standing and you meet our conditions, you can renew your franchise for an additional ten (10) year period. You cannot renew the Area Development Agreement.
c. Requirements for you to renew or extend	Section 2.B – Franchise Agreement Area Development Agreement – Not Applicable	Give written notice; show you are in compliance with all agreements with no series of defaults; update (or move) your location to comply with then-current standards; pay renewal fee; sign new franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement); show that you have the right to remain in possession of the location for the renewal term; sign general release; your staff completes any required refreshing training. You do not have the right to renew or extend the Area Development Agreement. (Subject to applicable state law).
d. Termination by you	Franchise Agreement – Not Applicable Area Development Agreement – Not Applicable	None. <u>None (subject to applicable state law)</u>

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	Department of Business Regulation Division of Securities Regulation 1511 Pontiac Avenue John O. Pastore Complex Building 69-1 Cranston, RI 02920 401.462.9500	Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Center Building 69-1 Cranston, RI 02920
SOUTH DAKOTA	Division of Securities Department of Labor & Regulation 124 S. Euclid, 2 nd Floor Pierre, SD 57501 605.773.3563	Director of South Dakota Division of Securities Department of Labor & Regulation 124 S. Euclid, 2 nd Floor Pierre, SD 57501
TEXAS	Secretary of State Statutory Documents Section 1019 Brazos Austin, Texas 78711	
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building 1300 E. Main Street, Ninth Floor Richmond, VA 23219 804.371.9051	Clerk of the State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
WASHINGTON	State Administrator Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater PO Box 41200 Olympia , WA 98501 360.902.8700 360.902.8700	Director, Washington Department of Financial Institutions Securities Division PO Box 9033 Olympia 150 Israel Road SW Tumwater , WA 98507-98501 360.902.8700
WISCONSIN	Department of Financial Institutions Division of Securities 201 West Washington Avenue, Suite 300 Madison, WI 53703 608.266.1064	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705

GENERAL RELEASE

In consideration of the agreement of FRENCHIES, LLC (“**Franchisor**”) to allow _____ (“**Franchisee**”) to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor (“**Agreement**”), Franchisee hereby releases and forever discharges Franchisor, and its affiliates, as well as their members, directors, officers, employees, and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors, and assigns, from any and all claims Franchisee may have against parties known and unknown, foreseen and unforeseen, from the beginning of time to the date of this General Release, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates.

[FOR TRANSFERS: Further, Franchisee acknowledges that transfer of the Agreement will terminate Franchisee’s interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.]

[FOR WASHINGTON FRANCHISEES: 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.]

FRANCHISEE:

SIGNED:

BY:

ITS:

DATE:

**ADDENDUM TO FRENCHIES, LLC d/b/a FRENCHIES
FRANCHISE AGREEMENT REQUIRED FOR THE STATE OF ILLINOIS**

Notwithstanding anything to the contrary set forth in the Frenchies, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Frenchies franchises offered and sold in the state of Illinois:

1. Notwithstanding the fact that the Franchise Agreement requires that the Agreement be governed by the laws of the State of Colorado, to the extent required by Rule 200.608 of the Illinois Franchise Disclosure Laws, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

~~3.1. The other conditions under which your franchise can be terminated and your rights upon Termination and Non-Renewal of nonrenewal may be affected by Illinois Law, 815 Illinois Compiled Statutes 705/an agreement are set forth in sections 19 and 705/20; of the Illinois Franchise Disclosure Act.~~

4.3. Section 4 of the Illinois Franchise Disclosure Act states that “Any provision of a franchise agreement which designates jurisdiction or venue in a forum outside of this state (Illinois) is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.”

5.4. Any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

6.5. Section 14.B of the Franchise Agreement is modified by the insertion of the following at the end of such Section:

“Notwithstanding the foregoing, to the extent required by Illinois law, the Franchisor shall provide reasonable notice to the Franchisee with the opportunity to cure any defaults under this Section 14.B, which shall not be less than ten (10) days and in no event shall such notice be required to be more than thirty (30) days.”

6. The Illinois Attorney General’s Office requires us to defer payment of the initial franchise fee until the franchisor has satisfied its pre-opening obligations under the franchise agreement and the franchisee has commenced business operations. Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

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

**ADDENDUM TO FRENCHIES, LLC d/b/a FRENCHIES
FRANCHISE AGREEMENT
REQUIRED FOR THE STATE OF WASHINGTON**

Notwithstanding anything to the contrary set forth in the Frenchies, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Frenchies franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

~~1. The State of Washington has a statute. 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, which may supersede the Franchise Agreement and franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, the franchisor including the areas of termination and renewal of your franchise.~~

~~2. 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 shall 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.~~

~~3. In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~To or mediator at the extent required time of arbitration or mediation. In addition, if litigation is not precluded by the Act, a 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.~~

~~4. A release or waiver of rights executed by you shall 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 Franchise Agreement 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 limitation limitations period for claims under the Act, or rights or remedies under the Act, such as rights a right to a jury trial might, may not be enforceable; however, we agree to enforce them to the extent the law allows.~~

~~5. 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.

Section 11.A of the Franchise Agreement is revised to state that franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Sections 16.C, 19.E and 21 will not apply in Washington.

~~6.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims 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 undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR: FRENCHIES, LLC

FRANCHISEE:

SIGNED:

SIGNED:

BY:

BY:

ITS:

ITS:

**ADDENDUM TO FRENCHIES, LLC D/B/A FRENCHIES
AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF ILLINOIS**

Notwithstanding anything to the contrary set forth in the Frenchies, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Frenchies franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if the franchisee is domiciled in Illinois or if the offer of the franchise is made or accepted in Illinois and the franchise business is or will be located in Illinois.

1. Notwithstanding the fact that the Area Development Agreement requires that the Agreement be governed by the laws of the State of Colorado, to the extent required by Rule 200.608 of the Illinois Franchise Disclosure Laws, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

~~2. The other conditions under which your franchise can be terminated and your rights of nonrenewal may be affected by Illinois Law, 815 Illinois Compiled Statutes 705/19 and 705/20.~~

2. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. Section 4 of the Illinois Franchise Disclosure Act states that “Any provision of a franchise agreement which designates jurisdiction or venue in a forum outside of this state (Illinois) is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.”

4. Any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

5. Section 5 of the Area Development Agreement shall be modified by the addition of the following sentence at the end of such section.

“To the extent required by Illinois law, the Franchisor shall provide reasonable notice to the Franchisee with the opportunity to cure any defaults under this Section 5, to the extent required by Illinois law, which in no event shall be less than ten (10) days, and in no event shall such notice be required to be greater than thirty (30) days.”

6. The Illinois Attorney General’s Office requires us to defer payment of the initial franchise fee until the franchisor has satisfied its pre-opening obligations under the franchise agreement and the franchisee has commenced business operations. Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

~~6.7.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

**ADDENDUM TO FRENCHIES, LLC D/B/A FRENCHIES
AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF WASHINGTON**

Notwithstanding anything to the contrary set forth in the Frenchies, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Frenchies franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

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

~~1. RCW 19.100.180, which~~ may supersede the ~~Franchise Agreement and franchise agreement in~~ your relationship with ~~us, 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 and franchise agreement in~~ your relationship with ~~us, the franchisor~~ including the areas of termination and renewal of your franchise.

~~2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall will~~ be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, ~~or as determined by the arbitrator. 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.~~

~~3. In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~4. To the extent required by the Act, a~~ release or waiver of rights executed by ~~you shall 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 ~~Area Development Agreement 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 ~~limitation limitations~~ period for claims under the Act, ~~or rights or remedies under the Act, such as rights a right to a jury trial might, may~~ not be enforceable; ~~however, we agree to enforce them to the extent the law allows.~~

~~5. 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.

With regard to Section 8, “Miscellaneous” and/or “Acknowledgments” sections that are modified or removed by means of the Washington Addendum to the Franchise Agreement are also modified or removed from the Area Development Agreement.

~~6.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims 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 franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C.A. §§ 101, *et seq.*

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

The franchise agreement requires the application of the laws of Colorado. This provision may be unenforceable under California law.

The franchise agreement contains a waiver of punitive damages and a jury trial. These provisions may not be enforceable under California law.

The franchise agreement requires binding mediation or arbitration. The mediation or arbitration will occur in the city closest to our principal executive office. These provisions may not be enforceable under California law. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws to the provisions of the franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires you to sign a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code § 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. California Corporations Code § 31512 voids a waiver of your rights under the California Franchise Investment Law. California Business and Professions Code § 20010 voids a waiver of your rights under the California Franchise Relations Act.

6. Section 21 of the Franchise Agreement, "Acknowledgments," is hereby deleted in its entirety.

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

7.8. OUR WEBSITE AT WWW.FRENCHIESNAILS.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at WWW.DFPI.CA.GOV.

8.9. THE FRANCHISE HAS BEEN/WILL BE REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

9.10. Fee Deferral. 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

**ADDENDUM TO FRENCHIES, LLC D/B/A FRENCHIES
FRANCHISE DISCLOSURE DOCUMENT REQUIRED
BY THE STATE OF ILLINOIS**

For franchises and franchisees/developers subject to the Illinois Franchise Disclosure Act of 1987 and the Illinois General Rules and Regulations under the Franchise Disclosure Act, the following information supersedes or supplements the corresponding disclosures in the main body of the text of the Frenchies, LLC d/b/a Frenchies Franchise Disclosure Document.

Item 17 will be supplemented to include the following disclosure:

~~The conditions under which your franchise can be terminated and your~~ Your rights upon ~~nonrenewal may be affected by~~ Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois law, 815 ILCS 705/19 and 705/20. Franchise Disclosure Act.

The franchise agreement provides that the law of a forum outside of Illinois applies. However, the foregoing choice of law clause should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

Any provision that designates jurisdiction or venue or requires the franchisee/developer to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois, except mediation may take place outside the State of Illinois.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

The Illinois Attorney General’s Office requires us to defer payment of the initial franchise fee until the franchisor has satisfied its pre-opening obligations under the franchise agreement and the franchisee has commenced business operations. Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

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

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 and the Illinois General Rules and Regulations are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

**ADDENDUM TO FRENCHIES, LLC D/B/A FRENCHIES
FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY
THE VIRGINIA RETAIL FRANCHISING ACT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Frenchies, LLC d/b/a Frenchies for use in the Commonwealth of Virginia will be amended as follows:

Additional Disclosure: The following statement is 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 without reasonable cause. If any ground for default or termination stated in the franchise or area development agreement does 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.

[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.](#)

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

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

**ADDENDUM TO FRENCHIES, LLC D/B/A FRENCHIES
FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE
WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT**

Notwithstanding anything to the contrary in the Frenchies, LLC d/b/a Frenchies Franchise Disclosure Document, Franchise Agreement, or Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Frenchies franchises offered and sold in the State of Washington.

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

~~The State of~~

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

~~1. RCW 19.100.180, which may supersede the Franchise Agreement and franchise agreement in your relationship with us, the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and franchise agreement in your relationship with us, the franchisor including the areas of termination and renewal of your franchise.~~

~~2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator, 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.~~

~~3. In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~4. To the extent required by the Act, a release or waiver of rights executed by you shall 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 Franchise Agreement 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 limitation limitations period for claims under the Act, or rights or remedies under the Act, such as rights a right to a jury trial might, may not be enforceable; however, we agree to enforce them to the extent the law allows.~~

~~5. 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 ~~provides that no~~prohibits a franchisor ~~may restrict, restrain~~from restricting, restraining, or prohibit in any way~~prohibiting~~ a franchisee from (i) soliciting or hiring ~~any~~employee of a franchisee of another franchisee or 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.~~

~~6.~~

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

~~8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.~~

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed: _____

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completely, and correctly to the above questions. No representations contained in this Questionnaire are intended to or will act as a release, estoppel, or waiver of any liability incurred under any applicable franchise law.

All prospective franchisees that are not Excluded Prospects applying please sign and date here:

APPLICANT SIGNATURE & DATE

APPLICANT SIGNATURE & DATE

APPLICANT SIGNATURE & DATE

APPLICANT SIGNATURE & DATE

RECEIPT

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

If FRENCHIES, 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.

New York law requires us to provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a franchise or other agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If FRENCHIES, 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, DC 20580, and the appropriate state agency identified on **Exhibit A**.

The franchisor is FRENCHIES, LLC, a Colorado limited liability company with an address of 2679 West Main, #363, Littleton, Colorado 80120. Its telephone number is 720.526.2935.

The name, principal business address, and telephone number of each franchise seller offering the franchise is: Guy Coffey, Stephanie Coffey, Scot Cannon, and Stacy Stout, Frenchies, LLC, 2679 West Main, #363, Littleton, Colorado 80120, (720) 526-2935; and _____

ISSUANCE DATE: April ~~49~~22, 2024

FRENCHIES, LLC authorizes the respective parties identified on **Exhibit A** to receive service of process for us in the particular state, except in the State of Colorado, where any of our officers are authorized to receive service of process on our behalf.

I have received a Disclosure Document with an Issuance Date of April ~~49~~22, 2024, that included the following Exhibits:

- EXHIBIT A: LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS
- EXHIBIT B: FRANCHISE AGREEMENT, GUARANTY, AND OTHER EXHIBITS
- EXHIBIT C: AREA DEVELOPMENT AGREEMENT, GUARANTY, AND STATE-SPECIFIC ADDENDA
- EXHIBIT D: TABLE OF CONTENTS OF OPERATIONS MANUAL
- EXHIBIT E: LIST OF FRANCHISEES AND FRANCHISEES THAT HAVE LEFT THE SYSTEM
- EXHIBIT F: FINANCIAL STATEMENTS
- EXHIBIT G: STATE-SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT
- EXHIBIT H: FRANCHISEE QUESTIONNAIRE
- EXHIBIT I: FINANCING DOCUMENTS
- EXHIBIT J: STATE COVER PAGE AND RECEIPT PAGES

Please indicate the date on which you received this Disclosure Document, and then sign and print your name below, indicate the date you signed this receipt, and promptly return one completed copy of the Receipt to FRENCHIES, LLC at 2679 West Main, #363, Littleton, Colorado 80120. The second copy of the Receipt is for your records.

RECEIPT

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

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New York law requires us to provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a franchise or other agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If FRENCHIES, 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, DC 20580, and the appropriate state agency identified on **Exhibit A**.

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ISSUANCE DATE: April ~~19~~22, 2024

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- EXHIBIT I: FINANCING DOCUMENTS
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