

Form G – State Cover Page

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE

Franchisor: After Glow Franchise LLC

Franchise Offering Name(s): After Glow Tanning & Beauty Bar

Principal Business Address: 1307 Highway 33 S, Cloquet, MN 55720

SPECIAL RISKS TO CONSIDER ABOUT THIS FRANCHISE

The following special risks are associated with this franchise offering in Minnesota:

1. The franchise agreement requires that all lawsuits be litigated in St. Louis County, Minnesota, and under Minnesota law. This provision may not be enforceable under Minnesota law.
2. The franchise agreement contains an arbitration clause. Arbitration may limit your rights in the event of a dispute.
3. The franchisor's only trademark, AFTERGLOW (stylized), is pending registration. Protection may be limited if registration is not granted.
4. The franchisor is newly formed (2025) with limited operating history, which increases your investment risk.

EFFECTIVE DATE

This disclosure document is effective as of _____, 20__ (to be completed by the State of Minnesota).

Governing Law: Minnesota

Venue for Disputes: St. Louis County, Minnesota

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 C.
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 C 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 After Glow 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's it like to be an After Glow franchisee?	Item 20 or Exhibit C 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, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchisor 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 D.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific 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 mediation, arbitration and/or litigation only in Minnesota. 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 the franchisor in Minnesota than in your own state. 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.

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	Pending
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

Form H – Special Risk(s) to Consider About *This* Franchise (Minnesota)

The following special risk(s) are highlighted for prospective Minnesota franchisees. This page should appear with the state cover sheets and reflect risks that apply to your offer.

- The franchise is new to Minnesota; there are currently few or no Minnesota outlets.
- You must resolve disputes by mediation or arbitration in St. Louis County, Minnesota. Litigation will occur in St. Louis County, Minnesota (see Franchise Agreement Article 19).
- We can change the Operations Manual and system standards at our discretion, which may require additional investment (see Item 11 and Franchise Agreement §20.2).
- You must pay ongoing royalties and technology fees even if your business is not profitable (see Items 5 and 6).
- There is no guarantee of renewal; renewal may require signing a new agreement with different terms (see Item 17).

FRANCHISE DISCLOSURE DOCUMENT



AFTER GLOW FRANCHISE LLC

A Minnesota Limited Liability Company

1307 MN-33 S, Cloquet, MN 55720

Phone: (218) 206-0258

Email: afterglowfranchise@gmail.com

Website: <https://afterglow-tanningsalon.com>

Franchise offering for: After Glow Tanning & Beauty Bar

After Glow Tanning & Beauty Bar is a modern wellness destination offering UV tanning, red light therapy, prescription-based medical weight loss programs, peptide therapies, spray tanning, teeth whitening, and more — available in a self-service environment.

The total investment necessary to begin operation of an After Glow Tanning & Beauty Bar franchise is approximately \$75,000-\$150,000. This includes \$25,000 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, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: December 31, 2024

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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

After Glow Franchise LLC (“we,” “us,” or “our”) is a Minnesota limited liability company formed on June 21, 2025. Our principal business address is 1307 Highway 33 S, Cloquet, Minnesota 55720. We do business under the names “After Glow” and “After Glow Tanning & Beauty Bar.”

The trademark “AFTERGLOW” is a federally registered trademark in standard character format. It is owned directly by the Carlson Revocable Trust, which is also the sole member of our affiliated companies.

We are affiliated with After Glow Holding LLC, a Minnesota limited liability company, which owns the ITALIA COLLECTION™ trademark for tanning lotions and related cosmetic products. After Glow Holding LLC does not operate any franchise businesses.

We grant franchises for the operation of wellness and tanning studios offering indoor tanning, red light therapy, medically guided peptide and weight loss programs, spray tanning, teeth whitening, Fit Bodywrap systems, and the sale of After Glow and Italia Collection™ products and services.

We offer franchises for the operation of wellness-focused tanning and beauty salons under the After Glow brand. Franchisees offer services such as UV tanning, red light therapy, airbrush spray tans, medically guided weight loss, teeth whitening, and the retail sale of wellness or beauty products. Some franchise locations may also include branded vending machines. Each After Glow franchise is a physical, appointment-based business featuring self-check-in technology, proprietary treatment packages, and virtual programs.

Our affiliate, After Glow Tanning LLC, is a Minnesota limited liability company that owns and operates the original After Glow salon in Cloquet, Minnesota. This location serves as the model unit for our franchise system and has tested most of the operational procedures described in this disclosure document. After Glow Tanning LLC does not offer franchises.

We have no predecessors. Neither we nor any of our affiliates have previously offered franchises in any line of business.

Our Managing Member, Elizabeth Little, has owned and operated the original salon in Cloquet through After Glow Tanning LLC. This location provides the operational foundation for the After Glow franchise model.

If you sign a Franchise Agreement, you will operate a business under our brand and standards, including our required layout, pricing, onboarding process, technology systems, and service menu.

You may compete with other tanning salons, beauty bars, med spas, weight loss providers, and tel- health wellness clinics. These businesses may be located in your area and may have greater resources, brand awareness, or experience than you or us.

There are no legal requirements unique to an After Glow franchise. However, franchisees are responsible for complying with all applicable federal, state, and local laws related to wellness, retail, medical, or beauty services. We may provide general guidance but do not provide legal advice.

ITEM 2: BUSINESS EXPERIENCE

The following individuals are the executive officers, directors, and other key persons of After Glow Franchise LLC, doing business as After Glow Tanning & Beauty Bar:

Elizabeth Little, Managing Member

-Ms. Little is the founder and principal owner of After Glow Franchise LLC. Since the company's inception, she has overseen brand development, operations, and the expansion of After Glow's flagship salon in Cloquet, Minnesota. Her background includes experience in beauty and wellness services since 2014, including tanning, red light therapy, and medically guided weight loss services through partnership with licensed providers. She currently manages all franchisee onboarding, training program oversight, and brand compliance.

No other individuals have management responsibility for the franchisor.

None of the individuals listed above have any prior business experience that is required to be disclosed under this Item other than as described above.

ITEM 3: LITIGATION

Neither After Glow Franchise LLC ("we," "our," or "Franchisor") nor any of its predecessors, parents, affiliates, officers, or other identified individuals have been involved in any material litigation that must be disclosed under the FTC Franchise Rule.

As of the date of this Disclosure Document, there are no:

- Pending actions alleging a felony, fraud, violation of franchise law, unfair or deceptive practices, or comparable allegations;
- Pending actions filed by a franchisee;
- Civil actions that resulted in a final judgment or were settled out of court and involved claims by franchisees;

- Material administrative, criminal, or civil actions by a governmental agency;
- Other material legal proceedings that would be required to be disclosed.

This representation covers the ten-year period immediately preceding the issuance date of this Disclosure Document.

We will update this Item promptly in the event of any new or relevant legal developments prior to the sale of a franchise.

ITEM 4: BANKRUPTCY

Neither After Glow Franchise LLC (the “Franchisor”), nor any of its predecessors, parents, or affiliates has been declared bankrupt or reorganized due to insolvency. Furthermore, no officer, general partner, managing member, or other individual associated with the Franchisor identified in Item 2 of this Disclosure Document has filed for bankruptcy, been adjudicated bankrupt, or been reorganized due to insolvency in the past ten (10) years.

ITEM 5: INITIAL FEES

All franchisees must pay an initial franchise fee of \$25,000 to After Glow Franchise LLC (“we,” “us,” or “our”) for the right to establish and operate an After Glow Tanning & Beauty Bar franchise. This fee is uniform and non-refundable under any circumstances, except as described below. No financing is offered by the franchisor for the initial franchise fee.

Type of Fee	Amount	Due Date
Initial Franchise Fee	\$25,000	Upon signing Franchise Agreement
Additional Virtual Training (3-5 Days)	\$999	Before training starts
Additional Training Option Hybrid (Online + 2 Days In-person)	\$2,000 Includes typical travel/lodging. Additional expenses exceeding standard estimates may be billed separately.	Before training starts.
Additional Training Option In-Person (3-5 Days)	\$2,500 Includes typical travel/lodging. Additional expenses exceeding standard estimates may be billed separately.	Before training starts.

All franchisees must complete mandatory training. The cost of online training materials are included in the initial franchise fee. However, franchisees may elect an upgraded training option as listed above. All optional training packages are flat-rate and include travel and lodging expenses within typical estimated ranges. If actual expenses exceed standard projections, the franchisee may be asked to pay the difference.

ITEM 6: OTHER FEES

The following table lists certain recurring and non-recurring fees payable to After Glow Franchise LLC or an affiliate. All fees are imposed by and payable to us unless otherwise noted. All fees are non-refundable unless otherwise stated.

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Sales	Monthly on the 1 st for prior month's sales	Payable to After Glow Franchise LLC
Renewal Fee	\$5,000	At time of renewal	To renew franchise rights for an additional term
Transfer Fee	\$10,000	Prior to the transfer	Payable for each approved transfer of the Franchise Agreement
Audit Fee	Cost of audit plus expenses	Upon demand	Only if underreporting exceeds 2%
Training Fee (Virtual)	\$999 flat rate	Prior to Training	Includes 3-5 days
Training Fee (Hybrid)	\$2,000 Includes typical travel & lodging. Expenses exceeding estimates billed separately.	Prior to Training	Includes 2 days in-person + online modules
Training Fee (In-person)	\$2,500 Includes typical travel & lodging. Expenses exceeding estimates billed separately.	Prior to Training	Includes 3-5 days travel/lodging for trainer
Late Fee	\$100 per occurrence	When payment is late	Plus 1.5% interest per month

Technology Fee	\$550	Monthly on the 5 th . Flat fee	Payable to After Glow Franchise LLC
Brand Marketing Fee	0.50%	Monthly on the 1 st . Based on prior month's gross sales	Payable to After Glow Franchise LLC
Insurance Costs	Varies	As incurred	Must maintain required insurance policies
Site Visit Fee	Up to \$1,000 per visit	As invoiced	If additional visits are required

ITEM 7: ESTIMATED INITIAL INVESTMENT

Below is a table outlining the estimated initial investment required to establish an After Glow Tanning & Beauty Bar franchise. The estimates are provided for informational purposes only and may vary depending on numerous factors, including geographic location, condition of the premises, and other variable. Estimates are based on the company-owned location adjusted for typical market conditions. You should review these estimates with your financial advisor and consider your specific circumstances.

Type of Expenditure	Amount (Low Estimate)	Amount (High Estimate)	When Due / Method of Payment
Initial Franchise Fee	\$25,000	\$25,000	Upon signing Franchise Agreement / Lump sum
Leasehold Improvements	\$10,000	\$20,000	As incurred / Direct to vendors or contractors
Furniture, Fixtures, and Equipment	\$20,000 depending on beds, etc.	\$55,000 depending on beds, etc.	As incurred / Direct to vendors
Opening Inventory and Supplies	\$1,000	\$2,500	Prior to opening / Lump sum
Signage	\$1,500	\$5,000	Prior to opening / Lump sum
Insurance (3 months)	\$1,000	\$1,500	Prior to opening / Lump sum
Utility Deposits	\$1,000	\$1,000	As incurred / Direct to utility companies
Training Expenses (Travel/Lodging)	\$1,000	\$2,500	Prior to or during training / Direct to providers
Professional Fees (Legal, Accounting)	\$1,000	\$2,000	As incurred / Direct to professionals
Technology and Software Setup	\$2,500	\$3,000	Prior to opening / Lump sum
Grand Opening Marketing	\$1,000	\$1,000	Prior to and during opening /Lump sum
Additional Funds (3 months)	\$10,000 depending on lease, etc,	\$30,000 depending on lease, etc.	As incurred / Ongoing
Total Estimated Investment	\$75,000	\$150,000	Approximate

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We require that you purchase or lease all products, equipment, furniture, fixtures, supplies, and services that meet our standards and specifications. These standards and specifications may be contained in the Franchise Agreement, this Disclosure Document, in the Manuals, or in other communications from us. All such items must be obtained solely from approved suppliers, manufacturers, or distributors who demonstrate, to our satisfaction, the ability to meet our standards. These standards may relate to quality, delivery, performance, reputation, or other business factors.

Approved suppliers may include us or our affiliates. We may receive income from approved suppliers as consideration for approval or ongoing purchases, including rebates, incentives, advertising fees, and similar payments. We do not currently provide specific revenue details related to those payments, but such amounts are not expected to be material to your investment decision.

You are not obligated to purchase or lease any goods or services from us or affiliates, except for: (1) your initial franchise training, which you must pay for directly to us; (2) the franchise fee; (3) the optional training fees if you elect in virtual, in-person or hybrid training; and (4) the software platform designated by us.

We may modify our list of approved suppliers, products, or services at any time. Before doing so, we will evaluate new suppliers upon request. You must provide all requested information to us or a third party we designate. We may withhold approval if the supplier fails to meet our standards. We are not required to approve a supplier or disclose the reasons for withholding approval.

You must purchase insurance coverage only from approved providers or underwriters that meet our standards. If you fail to maintain proper coverage, we may purchase coverage on your behalf and charge you for it. This requirement is necessary to protect the brand and ensure consistency across After Glow Tanning & Beauty Bar franchises.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement. It will help you find more detailed information about your obligations in the agreement and other items of this disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
Site selection and development	Sections 2 and 3	Items 7 and 11
Pre-opening purchases/leases	Section 3.2	Items 7 and 11
Site selection approval	Section 3.1	Items 7 and 11
Compliance with system standards	Section 5	Items 8 and 11
Use of proprietary marks	Section 6	Item 13
Ongoing fees	Section 4	Item 6
Training	Section 7	Item 11
Operation of the franchised business	Sections 5 and 8	Items 11 and 15
Indemnification	Section 17.2	Item 17
Insurance	Section 12	Item 8
Termination	Section 13	Item 17
Assignment/transfer	Section 14	Item 17
Non-competition covenants	Section 15	Item 17
Dispute resolution	Section 17.13–17.14	Item 17

ITEM 10: FINANCING

We do not offer, directly or indirectly, any financing to you. We do not guarantee your note, lease, or other obligation. We do not receive any direct or indirect payments for placing financing. You must secure financing through your own sources.

We are not aware of any third-party financing programs that are specifically designed for After Glow franchisees. However, many franchisees have used Small Business Administration (SBA) loans or local commercial lenders for financing their initial investment. You should conduct your own due diligence to determine whether financing options are available to you and what terms and conditions may apply.

ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance. However, we offer the following support to all After Glow Tanning & Beauty Bar franchisees:

Pre-Opening Assistance:

- Guidance in site selection, including layout and design assistance.
- Access to approved suppliers for tanning beds, equipment, and furnishings.
- Pre-opening checklist and support materials.

Training:

One of the following required training options:

- Full in-person training: \$2,500 (includes travel/lodging).
- Hybrid (online + 2 days in-person): \$2,000 (includes travel/lodging).
- Virtual (phone calls + remote-in): \$999

All training must be completed before opening the franchise location.

Operations and Support:

- Access to After Glow's operations manual.
- Phone and email support during regular business hours.
- Access to franchisee portal for marketing materials and ongoing updates
- Exclusive product development, including brand-specific tanning lotions in progress.

Advertising and Marketing:

- Initial marketing plan and launch materials.
- Option to participate in national promotions and brand campaigns.
- Listing on the After Glow website and social media mentions at launch.

Computer Systems:

- Franchisees must use the software and POS system designated by After Glow.
- Software will include scheduling, customer tracking, and payment processing functions.
- Training on required software will be included during franchise training.

Manuals:

- We will provide you with one or more confidential manuals containing mandatory and recommended specifications, procedures, and standards for operations.
- Manuals may be updated periodically. You must comply with all mandatory updates.

Client Access, Staffing, and Security:

- Franchisees may operate the Franchised Business with in-person staff during standard business hours and/or our self check model.
- Franchisees may offer extended access to clients, provided they use a Franchisor-approved access control system and maintain video surveillance in common areas (lobby, hallways).
- Adequate lighting must be maintained at all times.
- Franchisees are responsible for ensuring compliance with all applicable local laws, landlord requirements, and insurance policies.
- The Franchisor will provide operational guidelines, technology recommendations, and signage templates to support both access models.

ITEM 12: TERRITORY

We will grant you the right to operate one After Glow Tanning & Beauty Bar business at a specific location (“Franchised Location”) we approve. Your right to operate the Franchised Business is limited to that location. You must not relocate the Franchised Business without our prior written approval, which we may grant or deny in our sole discretion.

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 we control. We reserve the right to establish and operate, and to license others to establish and operate, franchised or company-owned After Glow Tanning & Beauty Bar businesses at any location, including locations adjacent to or near your Franchised Location.

However, we currently intend to avoid placing another After Glow Tanning & Beauty Bar within a twenty (20) mile radius of your approved Franchised Location during the term of your Franchise Agreement, unless:

- You are in default under your Franchise Agreement;
- You fail to meet brand standards, performance criteria, or reporting obligations;
- You consent in writing to the placement of another location;
- The territory has a high population density, or geographic barriers justify the presence of more salons;
- A multi-unit operator has prior approval or rights to open within that area; or
- Zoning, leasing restrictions, or regulatory requirements reasonably limit the available placement of suitable sites.

We do not guarantee that the territory will be free from competition or that it will be successful. You are solely responsible for operating your Franchised Business and selecting a site that meets our criteria and your market needs.

We may advertise, market, and sell our services and products through alternative channels, including online or through other locations, without restriction and without compensating you.

We do not grant any right to exclude or control internet-based sales, tele-health partnerships (such as AsherMed), mobile services, pop-ups, or other alternative delivery formats. These channels may serve customers in or near your geographic area.

Territory protections, if any, will be detailed in your Franchise Agreement and may be subject to change in future agreements.

ITEM 13: TRADEMARKS

We grant you the right to operate your business under the trademark “AFTERGLOW” (stylized) and associated branding elements, as detailed below. The mark “AFTERGLOW” is the subject of a federal trademark application filed with the United States Patent and Trademark Office (USPTO) and is currently pending registration. The trademark is owned by Carlson Revocable Tr 07102024 (the “Trademark Owner”) and licensed to After Glow Franchise LLC (the “Franchisor”) for purposes of franchising. There is no guarantee that the trademark application will result in a registered trademark.

You must operate your Franchised Business only under the trademarked brand “AFTERGLOW” and approved DBA (doing business as) names, including:

- After Glow
- After Glow Tanning & Beauty Bar

You may not use any other names, marks, or service designations unless authorized in writing.

You must follow our standards for branding and usage of all trademarks, service marks, logos, slogans, signage, and trade dress. This includes how you display marks on uniforms, advertisements, storefront signage, websites, and any other business materials.

Trademark Details:

- Trademark: AFTERGLOW
- Registration Status: Pending Registration
- Date Registered: June 19, 2025
- Owner: Carlson Revocable Tr 07102024
- Licensing Entity: After Glow Franchise LLC
- Registration No. 99,236,481
- Geographic Scope: United States
- Renewal Status: Active and maintained

You must promptly notify us of any known or suspected infringement, challenge, or unauthorized use of the trademarks. We are solely responsible for enforcing and defending our trademarks, and we have full discretion over how and whether to take legal action.

You may not take any independent legal action related to the trademarks without our written permission. You must cooperate fully with us in any enforcement or legal defense.

Use of our trademarks is conditional upon your full compliance with this Franchise Agreement, and your rights to use our marks will terminate immediately upon expiration or termination of the Agreement.

We may update our branding, marks, logos, or naming conventions at any time, and you agree to implement any changes within the timeframe we establish. All goodwill associated with the trademarks remains the property of the Trademark Owner.

You are prohibited from registering any trademarks, business names, or domain names that include or resemble the word “After Glow,” “Afterglow,” or any other protected branding unless explicitly approved by us in writing.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not currently own any patents or copyrights relevant to the After Glow Tanning & Beauty Bar franchise system. However, we do maintain and protect a significant body of proprietary information, trade secrets, confidential methods, operational procedures, and techniques that are used in the development and operation of the franchised business.

This proprietary information includes, but is not limited to, our methods of marketing and advertising, site selection criteria, pricing models, vendor relationships, service techniques (including tanning, red light therapy, spray tan protocols, and medically guided weight loss programs through AsherMed), and customer relationship strategies. This information is part of the proprietary system licensed to franchisees and is disclosed in confidence under the terms of your Franchise Agreement and Franchise Operations Manual.

You are not granted any right, title, or interest in or to any of our proprietary materials, trademarks, trade dress, or confidential systems. Any unauthorized use or disclosure of this proprietary information is strictly prohibited and may result in immediate termination of the Franchise Agreement and legal action.

We take the protection of our proprietary assets seriously and require all franchisees and their employees to agree to strict confidentiality terms outlined in the Franchise Agreement. These protections remain in force both during and after the term of the franchise.

Additionally, all improvements, modifications, or enhancements made by you or your staff to the After Glow system will become our sole and exclusive property, and you agree to assign any rights in such developments to us.

We will continue to take all steps necessary to safeguard our proprietary rights and expect our franchisees to do the same in order to preserve the integrity and uniqueness of the After Glow brand.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION

We do not require that you personally supervise the franchised business. However, you must designate a

“Designated Operator” to supervise the day-to-day operations of the Franchised Business. The Designated Operator must successfully complete our training program and must be approved by us before assuming operational responsibility. The Designated Operator must devote their full-time attention to the on-site management and daily operations of the Franchised Business.

If you are an individual and do not appoint a Designated Operator, then you are required to perform these duties yourself. If you are a business entity (such as a corporation or limited liability company), you must designate an individual with authority over daily operations and compliance.

We reserve the right to require the replacement of a Designated Operator at any time if we determine, in our sole discretion, that such individual does not adequately meet our performance standards or otherwise fails to comply with the System requirements.

All owners actively involved in the business must also comply with our training requirements and are subject to the obligations set forth in the Franchise Agreement, including those regarding confidentiality, non-competition, and quality assurance.

This requirement ensures that each After Glow Tanning & Beauty Bar location maintains the consistent brand standards and exceptional customer experience that are core to the value of the After Glow system.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY PURCHASE

To preserve the integrity and consistency of the After Glow Tanning & Beauty Bar brand and the overall franchise system, franchisees are required to purchase or lease certain products, services, fixtures, furnishings, signs, equipment, technology platforms, marketing materials, and other items exclusively from the Franchisor or from suppliers that the Franchisor has approved. This requirement ensures consistency in service quality, customer experience, and operational efficiency.

Approved suppliers may include vendors who meet After Glow’s established quality, pricing, reliability, and service standards. Franchisees may request approval of new suppliers, and the Franchisor may condition approval on factors such as the supplier’s ability to meet After Glow’s specifications and quality control standards. Approval may be withdrawn at the Franchisor’s discretion if a supplier fails to meet the required standards.

Franchisees must use the point-of-sale system, software platforms, tanning and wellness equipment, and related technology solutions designated by the Franchisor. This includes any required upgrades or replacements specified in the Operations Manual or otherwise communicated in writing.

Franchisees are required to offer and sell only the products and services authorized by the Franchisor. This includes retail products such as tanning lotions, skincare, teeth whitening kits, and any wellness or medical services offered in partnership with third-party medical providers. Unauthorized services or unapproved inventory may not be offered under the After Glow brand.

These restrictions are implemented to support brand standards, ensure legal and regulatory compliance, promote fair supplier relationships, and maintain customer satisfaction across all franchise locations.

ITEM 17: CONTRACTUAL OBLIGATIONS

The following table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached as Exhibit A to this Disclosure Document. This table is provided for your convenience only and should not be relied on to substitute for a full reading and understanding of the Franchise Agreement.

Provision	Summary	Section in Franchise Agreement
Franchise Term and Renewal	Initial term of 10 years; renewal rights subject to conditions.	Section 1.3, 2.1
Fees	Initial franchise fee, royalties, and other continuing fees.	Sections 3.1, 3.3, 6.1
Territory	Non-exclusive territory during term.	Section 2.2
Trademarks	Right to use After Glow marks as specified.	Article 9
Obligations Upon Termination	De-identify location and cease use of all branding.	Section 13.5
Non-Compete Covenants	In-term and post-term noncompetes apply to owners and affiliates.	Section 15.4
Transfer	Franchisee may not transfer without approval.	Article 12

Dispute Resolution	Mediation and arbitration required before litigation.	Article 17
Governing Law	Minnesota law governs the Franchise Agreement.	Section 17.13

ITEM 18: PUBLIC FIGURES

No public figure is involved in the ownership, operation, or management of After Glow Franchise LLC. Further, no person whose name or physical likeness is used in the franchised business has any ownership interest in the franchisor or has lent their name or physical likeness to promote the franchise. After Glow does not currently use the image, name, endorsement, or involvement of any celebrity or other public figure in connection with the franchise offering, advertising, or operations.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

We do make a financial performance representation. The information presented below reflects the actual performance of our company-owned After Glow Tanning & Beauty Bar location in Cloquet, Minnesota, for the most recent completed calendar year (Jan. 1, 2024-Dec. 31, 2024).

	Year	Services Offered	# of Beds	Annual Gross Revenue
Cloquet, MN (Company-Owned)	2024	UV Tanning, Spray Tanning, Red Light Therapy, Teeth Whitening ,Weight Loss, Etc.	4 (older, used equipment)	Approximately \$150,000

Important Context:

- This location operated with only four older tanning beds and a full range of services available to franchisees, such as peptides, medically guided weight loss programs, spray tans, teeth whitening, Fit Bodywrap, vending machines, etc.
- The location was owner-managed, operated with minimal staffing, and used a self-check model.
- Gross Revenue reflects total sales before deductions for expenses such as rent, payroll, utilities, supplies, marketing, and other operating costs. It does not represent net profit.

Potential Franchisee Differences:

We believe that franchisees who implement the full After Glow service menu—including peptides, vending, additional tanning beds, and enhanced marketing—may achieve higher revenue than reflected above. However, your results will depend on factors such as:

- Local market size and competition
- Population density
- Hours of operation
- Equipment mix and condition
- Marketing efforts
- Management and staffing decisions

No Guarantee:

Your individual results may differ. There is no assurance that you will achieve the same or better results. Actual results vary from business to business, and we cannot estimate your revenues or profits.

Written substantiation for this financial performance representation will be made available to you upon reasonable request.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

The following tables present information about company-owned and franchised outlets. As After Glow Franchise LLC is a newly formed franchisor with no outlets yet, the tables show '0' where applicable.

Table No. 1 – Outlets and Company-Owned Outlets for the Last Three Fiscal Years

Outlet Type	2022	2023	2024	Total Outlets at Year End
Company-Owned Outlets	0	0	0	0
Franchised Outlets	0	0	0	0
Total Outlets	0	0	0	0

Table No. 2 – Transfers for the Last Three Fiscal Years

Year	Transfers From Franchisees to New Owners	Reacquired by Franchisor	Total Transfers
2022	0	0	0
2023	0	0	0
2024	0	0	0

Table No. 3 – Status of Outlets for the Last Three Fiscal Years

Year	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Total Outlets Closed
2022	0	0	0	0	0
2023	0	0	0	0	0
2024	0	0	0	0	0

Table No. 4 – Projected Openings

Outlet Type	Projected Openings Current Fiscal Year (2025)	Projected Openings Next Fiscal Year (2026)
Company-Owned Outlets	0	0
Franchised Outlets	0	1-2

Table No. 5 – Contact Information for Franchisees

As of the date of this Disclosure Document, After Glow Franchise LLC has not yet granted or opened any franchises. Therefore, there are no current or former franchisees to list. This section will be updated in future filings once franchises are sold.

ITEM 21: FINANCIAL STATEMENTS

The following financial statements for After Glow Franchise LLC are included in Exhibit B to this Franchise Disclosure Document:

1. Audited Opening Balance Sheet as of December 31, 2024, prepared by Metwally CPA PLL.

Note: Because After Glow Franchise LLC is a newly formed franchising entity with no prior operating history, audited financial statements are limited to the opening balance sheet as required under the Federal Trade Commission Franchise Rule and applicable state regulations. These financial statements fairly present the financial position of the franchisor as of the stated date, in accordance with generally accepted accounting principles (GAAP).

ITEM 22: CONTRACTS

Below is a list of the contracts that a franchisee will be required to sign as part of the After Glow Tanning & Beauty Bar franchise offering. These contracts are material to the franchise relationship and include the following:

The above contracts are provided in the Exhibits section of this Disclosure Document. Each franchisee will be required to sign the current version of each agreement provided to them prior to execution. In the event of any modifications, those changes will be included in a written amendment mutually agreed upon by both parties.

The contracts listed above include terms and obligations related to the operation of the franchised business, including territorial restrictions, fees, training, marketing requirements, technology use, reporting, and termination rights.

Franchisees are encouraged to review each contract with legal counsel before execution. Exhibits containing the current versions of the required contracts are included as follows:

Exhibit A – Franchise Agreement

Exhibit B – Audited Financial Statements of After Glow Franchise LLC

Exhibit C – State-Specific Addenda (if applicable)

Exhibit D – Lease Addendum (if applicable)
Exhibit E – Confidentiality Agreement
Exhibit F – Personal Guaranty Agreement (if applicable)
Exhibit G – Sample General Release
Exhibit H – Franchise Disclosure Document Receipt

ITEM 23: RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language.

You should read this Disclosure Document and all agreements carefully.

If After Glow Franchise LLC offers you a franchise, it must provide you with this disclosure document at least 14 calendar days before you sign any binding agreement with us (or any affiliate), or before you make any payment in connection with the proposed franchise sale, whichever is earlier.

Two copies of the receipt are included in Exhibit H of this disclosure document.

One copy must be signed and returned to us. You may retain the other copy for your records.

EXHIBIT A: FRANCHISE AGREEMENT

This Exhibit A contains the standard Franchise Agreement used by After Glow Franchise LLC. Each franchisee will sign this agreement upon award of a franchise. The final signed agreement may include negotiated terms, subject to approval by the franchisor and compliance with all state and federal regulations.

The Franchise Agreement outlines the terms, conditions, rights, and obligations between the franchisor (After Glow Franchise LLC) and the franchisee. This includes, but is not limited to: the franchise fee, royalty payments, operational requirements, training obligations, approved services, use of trademarks, marketing fund contributions, and termination clauses.

The full Franchise Agreement is attached following this page and is incorporated by reference as part of this Franchise Disclosure Document.

AFTER GLOW FRANCHISE AGREEMENT

This Franchise Agreement is made and entered into by and between After Glow Franchise LLC, a Minnesota limited liability company, and the Franchisee identified below.

ARTICLE 1 – GRANT

1.1 Grant of Franchise. Subject to the terms and conditions of this Agreement, we grant you the right, and you accept the obligation, to own and operate a franchised After Glow Tanning & Beauty Bar business (the “Franchised Business”) offering a range of aesthetic and wellness services, including but not limited to UV tanning, spray tanning, red light therapy, teeth whitening, medically guided peptide therapy (via a third-party provider), and the sale of related retail and vending products (the “Approved Services”).

1.2 Franchise Location. You will operate the Franchised Business from a single physical location approved by us (the “Franchised Location”). You may not relocate the Franchised Location or operate at any alternate or additional sites without our prior written consent.

1.3 Term. The initial term of this Agreement is ten (10) years from the Effective Date. If you are in good standing and meet our then-current requirements, you may renew the franchise for one additional ten (10) year term pursuant to the renewal terms outlined in this Agreement.

1.4 Territory. During the term of this Agreement, and provided you remain in compliance, we will not establish or authorize another After Glow Tanning & Beauty Bar franchise within your Protected Territory, which shall be defined in Exhibit B. We reserve the right to sell products and services online or through alternative channels outside of this restriction.

1.5 Reservation of Rights. We retain all rights not expressly granted to you under this Agreement. This includes the right to market nationally, sell merchandise or services online, and license non-franchise locations or other business models under the After Glow brand.

1.6 Non-Exclusive Rights. Your rights under this Agreement are non-exclusive and limited to the Protected Territory. We reserve the right to operate or authorize franchises outside your Territory, and to offer services or programs through non-traditional means, including virtual services or non-branded popup events.

ARTICLE 2 – TERM AND RENEWAL

2.1 Initial Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of ten (10) years, unless terminated earlier in accordance with this Agreement.

2.2 Renewal Term. If you are in good standing and meet all renewal requirements as defined in our then current Franchise System standards, you may renew this Agreement for one additional term of ten (10) years. Any renewal shall be subject to:

- (a) Your execution of our then-current Franchise Agreement, which may differ materially from this Agreement;
- (b) Payment of a renewal fee of \$5,000;
- (c) Satisfaction of all financial obligations to us and our affiliates;
- (d) Your completion of any refresher or ongoing training programs we reasonably require;
- (e) Renovation or upgrade of your location, signage, and equipment, if required by us, to comply with current brand standards.

2.3 Notice of Renewal. You must provide written notice to us of your intent to renew this Agreement no less than six (6) months, and no more than twelve (12) months, prior to the expiration of the then-current term.

2.4 No Automatic Renewal. Renewal of this Agreement is not automatic. We reserve the right to withhold renewal if you fail to meet the requirements set forth herein or in our then-current policies and procedures.

2.5 Successor Franchise Agreement. You acknowledge that the Franchise Agreement you will be required to sign at renewal may contain different terms, including higher royalty fees, updated technology requirements, additional service offerings, and other changes consistent with the evolution of the After Glow System.

ARTICLE 3 – SITE SELECTION AND BUILDOUT

3.1 Site Selection. You are responsible for identifying at least three (3) potential locations for the Franchised Business within your Approved Territory. Each proposed site must meet our minimum criteria, including size, visibility, accessibility, parking, and proximity to competitors and target demographics. We will evaluate and approve or reject each proposed location at our sole discretion.

3.2 Lease Requirements. If you lease the premises, your lease agreement must:

- (a) Have a term at least as long as this Agreement, with appropriate renewal rights;
- (b) Include a lease rider/addendum granting us rights to access and assume the lease in the event of termination;
- (c) Prohibit subletting or assignment without our written approval; (d) Be approved by us prior to execution.

3.3 Design and Layout. You must build out and design the Franchised Location to meet our current design standards, branding, and aesthetic guidelines for an After Glow Tanning & Beauty Bar. This includes approved layouts for tanning rooms, spray tan booths, consultation areas, red light therapy setups, and any designated retail or vending zones.

3.4 Construction Timeline. After signing a lease, you must complete buildout and open for business within one hundred twenty (120) days, unless otherwise approved in writing. Delays beyond this time frame may result in default under this Agreement.

3.5 Equipment and Signage. You must install all required equipment, fixtures, technology systems, and exterior signage, including any UV tanning beds, spray tan booths, red light devices, POS systems, and vendor-approved After Glow signage. All equipment must be new or pre-approved by us and comply with applicable health, safety, and operational standards.

3.6 Grand Opening. You must complete our required Grand Opening marketing campaign and promotional schedule prior to or during the first sixty (60) days of operation. This may include minimum advertising spend, community outreach, social media promotion, and event coordination in your local market.

3.7 Compliance with Laws. You are responsible for ensuring that your buildout, signage, equipment, and operations comply with all applicable federal, state, and local laws, building codes, and health regulations.

ARTICLE 4 – FEES AND PAYMENTS

4.1 Initial Franchise Fee. You must pay us a non-refundable Initial Franchise Fee of \$25,000 upon signing this Agreement. This fee covers the grant of the franchise, initial training, onboarding materials, and access to the After Glow System. If you purchase an additional franchise, the fee for each additional unit is \$12,500.

4.2 Ongoing Royalties. You must pay us a recurring royalty fee equal to seven percent (7%) of the Gross Revenue generated by your Franchised Business, due on or before the 10th day of each month for the preceding calendar month. “Gross Revenue” includes all revenue derived from the sale of services, memberships, retail products, vending machines, and other business activities at or through the Franchised Business, excluding sales tax and refunded amounts.

4.3 Marketing Fund Contribution. You must contribute one-half percent (0.5%) of your Gross Revenue each month to our system-wide Marketing Fund. The Marketing Fund may be used to

support brand-level advertising, influencer partnerships, SEO, social media campaigns, national promotions, and other initiatives we determine to be beneficial to the After Glow brand.

4.4 Technology Fee. You must pay a monthly Technology Fee of \$550. This covers access to our proprietary software, CRM tools, POS system, appointment booking system, email/text marketing platform, and maintenance of your custom After Glow-branded website. We reserve the right to adjust the Technology Fee annually with 30 days' written notice.

4.5 Training Fees. The Initial Franchise Fee includes standard online materials and additional training is as follows: virtual for \$999 (3-5 days via phone and remote-in) hybrid training for \$2000 (virtual modules and 2-day on-site training). If you elect full in-person training 3-5 days, a \$2,500 applies. Franchisees are responsible for any travel expenses incurred beyond standard allowances. See Item 6 for further details.

4.6 Late Fees and Interest. Any payment not received by the due date will incur a late fee of \$100 and interest at a rate of 1.5% per month (or the maximum legal rate, if less), beginning on the first day following the due date until paid in full.

4.7 Non-Sufficient Funds. If any payment is returned or rejected for non-sufficient funds or credit card failure, we may charge you an NSF fee of \$30 per occurrence, in addition to any applicable late fees and interest.

ARTICLE 5 – INITIAL AND ONGOING TRAINING

5.1 Initial Training. We will provide you with initial training in the operation of the Franchised Business. This includes instruction on services such as UV tanning, spray tanning, red light therapy, peptide consultations (via our medical partner), Fit Bodywrap usage, and product retail. Training also covers our software systems, marketing tools, and daily operations.

5.2 Training Options. You may choose one of the following training options:

- (a) ****Virtual Training****: Available for a flat fee of \$999 and includes 3-5 days of virtual training.
- (a) ****Hybrid Training****: Available for a \$2000 fee and option includes online training modules and two 2) days of on-site instruction at your location by our training staff.
- (b) ****Full In-Person Training****: Available for \$2,500, this includes 3–5 days of in-person training at your location or another designated site. This fee includes travel and lodging within typical cost parameters; if travel exceeds normal estimates, you may be required to pay the difference.

5.3 Additional Trainees. You may bring up to two (2) trainees to the initial training at no additional charge. Each additional trainee may be subject to a fee of \$250 per person.

5.4 Ongoing Training. We may require you and/or your staff to attend additional training programs, refresher courses, or virtual training sessions throughout the term of this Agreement. We may also require retraining in the event of operational issues, complaints, non-compliance, or upon any renewal or transfer.

5.5 Training Completion. You must complete all required training to our satisfaction prior to opening your Franchised Business. Failure to do so may delay your opening and constitute a breach of this Agreement.

5.6 Training Location. Initial training is delivered either virtually and at your location (hybrid) or entirely at your location (full in-person), as designated. We reserve the right to adjust training location or delivery method due to scheduling, staffing, or health/safety concerns.

5.7 Training Content. Our training may be modified or updated from time to time to reflect changes in technology, brand standards, legal compliance, and best practices. All training content is proprietary and may not be copied, distributed, or shared with non-franchisees.

ARTICLE 6 – FRANCHISEE’S DUTIES

6.1 Services Offered. You must offer all core After Glow services, including UV tanning, spray tanning, red light therapy, fit bodywrap, medically guided peptide programs (as prescribed by our authorized telehealth partner), teeth whitening, and any retail or vending products approved by us. You may not offer additional services or treatments without our prior written approval.

6.2 Equipment Standards. All tanning beds, spray tan systems, red light therapy devices, Fit Bodywrap systems, and other major equipment must be purchased from approved vendors and meet our current specifications. Equipment must be clean, maintained regularly, and replaced when no longer functional or up to brand standard.

6.3 Operating Hours. You must operate your Franchised Business during the minimum hours and days we designate for your location type. Generally, this includes both weekdays and weekends.. Specific minimum hours will be outlined in the Operations Manual.

6.4 Cleanliness and Safety. You must maintain your facility in a clean, sanitary, and safe condition. This includes adhering to all health and sanitation codes applicable to tanning and wellness services in your jurisdiction. Routine inspections may be conducted.

6.5 Personnel and Staffing. You must ensure adequate staff coverage to deliver high-quality service and maintain brand consistency. Staff must be trained in client service, product use, and safety protocols. You are responsible for ensuring all personnel follow our standards and procedures.

6.6 Compliance with System Standards. You agree to comply with all guidelines, protocols, and policies outlined in our Operations Manual and communicated through updates or training. This includes brand appearance, technology use, client interaction, pricing integrity, and promotional campaigns.

6.7 Mandatory Programs. From time to time, we may require you to participate in testing, promotional events, new product rollouts, or loyalty programs. Participation is mandatory unless we grant a written exemption.

6.8 Insurance. You must maintain insurance coverage as we specify, including general liability, property, and any additional coverage required. Proof of insurance must be provided prior to opening and updated annually.

6.9 Use of Approved Products. All retail products, supplements, skincare, tanning lotions, injectable peptides, and wellness-related items sold or used in the Franchised Business must be purchased from us or from approved suppliers.

ARTICLE 7 – MARKETING AND ADVERTISING

7.1 Grand Opening Marketing. You must participate in our required Grand Opening marketing campaign, which includes digital and local promotions, social media, email outreach, and in some cases, live events. You must spend a minimum amount, as specified in the Operations Manual, within the first sixty (60) days of opening.

7.2 Local Marketing Obligation. In addition to your contribution to the Marketing Fund, we recommend advertising on locally, including but not limited to: paid social media ads, local sponsorships, influencer collaborations, or print media. You must submit ads to us prior to running for approval if not preprinted by us.

7.3 Use of Approved Materials. All advertisements, social media content, printed materials, promotional offers, and signage must be approved by us before use. We will provide you with templates, brand kits, and marketing assets, and you agree to adhere strictly to our brand standards and messaging guidelines.

7.4 Digital Presence. You may not create or manage your own website for the Franchised Business. All franchise locations will be listed and managed through our central After Glow website. You will receive a custom location page managed by us. You may create and manage location-specific social media accounts, but only under usernames and branding approved by us.

7.5 Marketing Fund. The Marketing Fund may be used for national or regional campaigns, influencer partnerships, content creation, SEO, social media, PR, reputation management, and brand development. We will determine how the Fund is spent, but we may allocate a portion of it toward local marketing support or tools for your location.

7.6 Promotions and Offers. You must participate in all brand-wide promotions and discounts that we implement. Custom offers or discounts must be approved in advance.

7.7 Online Reviews and Listings. You must monitor and manage your Google Business Profile, Yelp, and other listings regularly. We may require specific messaging or responses to customer reviews, and we reserve the right to update your business listings for consistency.

7.8 Prohibited Marketing. You may not use unapproved claims, pricing, promotions, or health-related messaging that violates FTC guidelines or misrepresents our services. Any medical claims must be limited to language provided by our authorized tele-health partner.

7.9 Client Access, Staffing, and Security. Franchisee may operate the Franchised Business with in-person staff during standard business hours, or through a self check-in model that utilizes a Franchisor-approved mobile application to unlock the facility's electronic door system.

Franchisee May offer clients extended access, provided that all of the following are maintained at all times:

- (a) A Franchisor-approved app-based access control system;
- (b) Functional video surveillance in common areas, including lobby and hallways;
- (c) Adequate lighting during all open hours, including unattended hours; and
- (d) Compliance with all applicable federal, state, and local laws, insurance coverage requirements, and any landlord regulations regarding building access.

Franchisor may inspect the Franchisee's access systems and safety protocols to ensure brand compliance.

ARTICLE 8 – PROPRIETARY MARKS AND INTELLECTUAL PROPERTY

8.1 Ownership. You acknowledge that we or our affiliates own all right, title, and interest in and to the proprietary trademarks, service marks, logos, trade dress, slogans, copyrights, designs, and other intellectual property associated with the After Glow brand, including but not limited to the stylized word mark "AFTERGLOW" (the "Proprietary Marks"). You shall gain no ownership rights in the Proprietary Marks through this Agreement or by your use.

8.2 License. We grant you a limited, non-exclusive, non-transferable license to use the Proprietary Marks solely in connection with the operation of the Franchised Business at the approved location,

and in accordance with our standards, branding guidelines, and policies. This license shall automatically terminate upon expiration or termination of this Agreement.

8.3 Use Guidelines. You must use the Proprietary Marks exactly as specified in our brand standards manual. You may not alter, abbreviate, combine with other marks, or use the marks in any unauthorized context (e.g., alternate logos, non-approved taglines, stylizations, or color schemes).

8.4 Approval Required. All uses of the Proprietary Marks on signage, uniforms, marketing materials, websites, or social media must be pre-approved by us in writing unless using provided templates. We may revoke or modify our approval at any time if your usage no longer complies with brand standards.

8.5 Domain Names, Social Handles, Listings. You may not register or use any domain names, usernames, handles, email addresses, or directory listings that include the term “After Glow,” “AfterGlow,” or any derivation thereof without our express written consent. All such accounts must be transferred to us upon request.

8.6 Infringement. You must immediately notify us of any actual or suspected infringement of the Proprietary Marks or other intellectual property. We have the sole right, but not the obligation, to enforce our rights, and any proceeds recovered from enforcement actions shall be ours exclusively.

8.7 Limitations. This license does not grant you any rights to use any proprietary software, internal tools, confidential manuals, or other intellectual property for any purpose outside the scope of this Agreement. You may not use the Proprietary Marks in any way that would harm, dilute, or misrepresent the After Glow brand.

8.8 Acknowledgment. You agree not to challenge our ownership or the validity of the Proprietary Marks during or after the term of this Agreement.

ARTICLE 9 – TECHNOLOGY SYSTEMS AND DATA

9.1 Required Systems. You must use all technology platforms designated by us for the operation of the Franchised Business, including but not limited to: our Point of Sale (POS) system, appointment booking platform, CRM, email and SMS marketing tools, inventory management, and any tele-health-integrated software approved by our medical partner.

9.2 Technology Fee. You agree to pay the monthly Technology Fee outlined in this Agreement, which includes access to our proprietary or third-party platforms, as well as software support, updates, data security measures, and web hosting.

9.3 Approved Vendors. If we require or recommend third-party software or hardware, you must purchase or license such tools only through our designated vendors or partners. You may not substitute platforms without our written approval.

9.4 Website and Online Listings. We will provide you with a location-specific webpage hosted on our central After Glow website. You may not build or manage your own independent website. You are responsible for maintaining accurate information on your Google Business listing and other platforms we designate.

9.5 Data Ownership. All customer data, marketing analytics, transactional data, tele-health intake records, and other business-related information collected through our systems or platforms is the sole property of the Franchisor. You are granted a limited license to use this data only in connection with your operation of the Franchised Business during the term of this Agreement.

9.6 Data Protection. You agree to follow all data privacy and cybersecurity policies set by us, and to comply with any applicable laws including HIPAA, GDPR, and CAN-SPAM as applicable to marketing, client records, or tele-health communications. Breach of these standards is grounds for termination.

9.7 Technology Updates. We may change or update required technology systems with 30 days' notice. You agree to implement all required updates or migrations within the timeframe we specify.

9.8 Confidential Login Credentials. You must protect access to all logins, portals, and sensitive information. Sharing of administrative access, passwords, or systems with non-authorized personnel is strictly prohibited.

ARTICLE 10 – QUALITY CONTROL AND INSPECTIONS

10.1 Compliance with Standards. You must operate your Franchised Business in strict compliance with our brand standards, policies, and procedures as outlined in this Agreement and the Operations Manual.

This includes appearance, cleanliness, staff performance, service delivery, and customer experience.

10.2 Right to Inspect. We and our agents have the right to enter your Franchised Business at any reasonable time, with or without notice, to conduct inspections, evaluate compliance, and ensure adherence to our standards. You must grant full access to all areas of the premises, staff, systems, and records.

10.3 Mystery Shoppers. We may employ mystery shoppers or third-party evaluators to assess the customer experience, staff professionalism, service consistency, and overall execution of brand expectations. These evaluations may be used to determine compliance and performance.

10.4 Performance Reviews. You agree to participate in periodic performance reviews. These may include sales comparisons, customer satisfaction data, social media engagement, online reviews, and adherence to marketing and operational guidelines.

10.5 Audit Rights. We may conduct audits of your financial records, technology systems, marketing compliance, and data practices. If an audit reveals underreporting of Gross Revenue by more than 2%, or any violation of this Agreement, you must reimburse us for the cost of the audit, plus any unpaid fees, interest, and penalties.

10.6 Corrective Action. If we identify violations of this Agreement or the Operations Manual, you must implement corrective actions within the time period we specify, which may be immediate or up to thirty (30) days depending on severity. Continued failure to correct deficiencies is grounds for default or termination.

10.7 Brand Protection. You may not engage in any behavior that damages the After Glow brand or reputation. This includes poor customer service, unsafe practices, negative press, online misconduct, or failure to respond to complaints. We reserve the right to enforce remedies to protect the brand.

10.8 Confidential Evaluations. Any evaluations, scores, or feedback provided by us or our agents are proprietary and may not be disclosed to third parties. We may use aggregate evaluation data for internal benchmarking or franchise system improvement.

ARTICLE 11 – RECORD KEEPING AND REPORTING

11.1 Record keeping Obligations. You must maintain complete, accurate, and up-to-date records of all business operations, including financial statements, sales transactions, payroll, marketing expenditures, service logs, client appointments, and vendor purchases. All records must be kept in a format and manner we approve.

11.2 Reporting Requirements. You must submit periodic reports as we require, including:

- (a) Monthly Gross Revenue reports;
- (b) Marketing expenditure reports;
- (c) Customer data reports (where permitted by law);
- (d) Sales tax filings and permits;
- (e) Proof of insurance and renewals.

11.3 Technology Integration. You must use and maintain our required point-of-sale and CRM systems to track all revenue, customer activity, inventory, and services. These systems automatically generate many of the required reports and must not be disabled or bypassed.

11.4 Financial Statements. Upon our request, you must provide quarterly and/or annual financial statements, prepared in accordance with generally accepted accounting principles (GAAP). If you operate multiple locations or business entities, you must provide location-specific financial data for the Franchised Business.

11.5 Bank Records and Access. You must maintain a dedicated business bank account for the Franchised Business. Upon request, you must provide us with bank statements, transaction histories, and documentation to verify your financial performance and franchise fee payments.

11.6 Site-Level Metrics. You must track and report key operational metrics, including average ticket size, customer retention rates, membership sign-ups, and any other performance indicators we specify.

11.7 Audits and Verification. We reserve the right to audit your financial records at any time. If we determine that you have underreported Gross Revenue by more than two percent (2%), you must pay the full underreported amount, plus late fees, interest, audit costs, and a \$500 penalty.

11.8 Retention of Records. You must retain all required records for at least five (5) years after the date of creation or as otherwise required by law. You must provide access to such records during and after the term of this Agreement.

ARTICLE 12 – CONFIDENTIAL INFORMATION

12.1 Definition. “Confidential Information” means all information disclosed by us to you, whether orally, visually, or in writing, that is not publicly known and that relates to the After Glow System, including but not limited to: operations manuals, training materials, client procedures, marketing strategies, vendor pricing, product formulas, business strategies, and all other non-public operational data.

12.2 Obligations. You agree:

- (a) To hold all Confidential Information in strict confidence and to not disclose it to any third party except authorized employees who require access for business operations;

(b) To use Confidential Information solely for the purpose of operating your Franchised Business; (c) To take all reasonable precautions to protect the confidentiality of the information.

12.3 Non-Disclosure to Third Parties. You may not disclose or reproduce any Confidential Information to any individual, consultant, vendor, or competitor without our prior written consent. This includes sharing documents, screenshots, marketing plans, financial modeling, or manuals.

12.4 Ownership. All Confidential Information is and shall remain our sole property. No license or right to use such information is granted to you except as expressly stated in this Agreement. You must immediately return or destroy all Confidential Information upon our request or upon termination of this Agreement.

12.5 Post-Termination Obligations. Your confidentiality obligations continue indefinitely, even after expiration or termination of this Agreement. This includes not using or disclosing any Confidential Information for any competing or unrelated business ventures.

12.6 Required Disclosure. If you are required by law, court order, or subpoena to disclose any Confidential Information, you must notify us immediately so that we may seek a protective order or take other appropriate action. You may not disclose such information until permitted by law or order.

12.7 Remedies. A breach of this Article will cause us irreparable harm for which monetary damages may be inadequate. Accordingly, we may seek injunctive relief, specific performance, or other equitable remedies in addition to any legal claims.

ARTICLE 13 – NON-COMPETE AND NON-SOLICITATION

13.1 In-Term Covenant Not to Compete. During the term of this Agreement, you and your owners, officers, and key personnel may not own, operate, manage, consult for, invest in, or otherwise be involved with any business that offers tanning, spray tanning, red light therapy, medically guided weight loss, peptides, teeth whitening, or similar wellness services, unless such business is a franchised After Glow location or otherwise approved by us in writing.

13.2 Post-Term Covenant Not to Compete. For a period of two (2) years following the expiration, termination, or transfer of this Agreement (for any reason), you and your owners, officers, and key personnel may not own, operate, manage, consult for, invest in, or be involved in any competing business within a ten (10) mile radius of:

- (a) The Franchised Location;
- (b) Any other After Glow location in operation or under development at the time of termination.

13.3 Non-Solicitation of Customers. You may not directly or indirectly solicit or accept business from any customers of the Franchised Business for any competing services or businesses during the term of this Agreement or for two (2) years thereafter.

13.4 Non-Solicitation of Employees. You may not, during the term of this Agreement or for two (2) years thereafter, directly or indirectly solicit or employ any employee or independent contractor of After Glow, another franchisee, or our vendors, without our prior written consent.

13.5 Reasonableness. You agree that the restrictions in this Article are reasonable in scope, geography, and duration, and are necessary to protect the goodwill, reputation, and confidential methods of After Glow. You waive any right to contest their enforceability.

13.6 Severability. If any portion of this Article is deemed unenforceable, it shall be reformed to the extent permitted by applicable law to most closely reflect the original intent of the parties.

13.7 Injunctive Relief. A violation of this Article shall constitute immediate and irreparable harm to us. We are entitled to seek injunctive relief, specific performance, or other equitable remedies without the requirement of posting a bond, in addition to any legal damages.

ARTICLE 14 – TRANSFERS

14.1 Transfer by Franchisee. You may not transfer or assign this Agreement, your interest in the Franchised Business, or any ownership in your entity, without our prior written consent. Any attempted transfer without approval is void and a material breach of this Agreement.

14.2 Conditions of Transfer. We may withhold consent to any proposed transfer unless all of the following conditions are met:

- (a) The transferee meets our financial and operational qualifications;
- (b) The transferee completes our training program and signs a new Franchise Agreement in the then current form;
- (c) You and your business are in full compliance with all obligations under this Agreement;
- (d) You pay a transfer fee of \$10,000 to cover administrative and training costs;
- (e) You or your entity signs a General Release of all claims against us and our affiliates.

14.3 Death or Disability. If you die or become permanently disabled, your interest in this Agreement must be transferred within 90 days to a party approved by us, subject to the same conditions described above.

14.4 Right of First Refusal. If you receive a bona fide written offer to transfer the Franchised Business, you must provide us with a copy of the offer. We have the right to match the terms and purchase the business ourselves within thirty (30) days of receiving such notice.

14.5 Transfer by Franchisor. We may transfer or assign this Agreement, our rights, or our obligations at any time, to any third party, including another franchisor or investor, without your consent.

14.6 Effect of Transfer. Upon a valid and approved transfer, the new franchisee shall assume all rights and responsibilities under a new Franchise Agreement, and you will be released from further obligations, except those that expressly survive termination (e.g., confidentiality and non-compete obligations).

ARTICLE 15 – RENEWAL

15.1 Renewal Rights. If you are in full compliance with this Agreement, you may renew your right to operate the Franchised Business for one (1) additional ten (10) year term, subject to the conditions outlined below.

15.2 Renewal Conditions. To qualify for renewal, you must:

- (a) Provide written notice of your intent to renew at least six (6) months but no more than twelve (12) months before the expiration of the current term;
- (b) Execute our then-current form of Franchise Agreement, which may contain materially different terms, including higher fees, updated requirements, or new technology mandates;
- (c) Upgrade the Franchised Business to meet our then-current design and operational standards, including equipment, signage, and branding updates;
- (d) Pay a renewal fee of \$5,000 to cover administrative and compliance review costs;
- (e) Sign a General Release of claims against us and our affiliates;
- (f) Successfully complete any refresher or updated training programs we require.

15.3 No Right to Multiple Renewals. Renewal rights are not automatic and do not guarantee further renewal beyond the additional five (10) year term.

15.4 Effect of Non-Renewal. If you do not renew this Agreement or do not meet the conditions for renewal, you must cease using the Proprietary Marks, vacate the

Franchised Location (if leased from us), and comply with all post-termination obligations.

15.5 Notification of Changes. We will notify you of material changes to the Franchise Agreement or system standards that may impact your renewal decision at least 90 days prior to the expiration of the original term.

ARTICLE 16 – DEFAULT AND TERMINATION

16.1 Events of Default. You will be in default under this Agreement if you or any of your owners:

- (a) Fail to operate the Franchised Business in accordance with this Agreement or the Operations Manual;
- (b) Fail to pay any fees or amounts due within ten (10) days of notice;
- (c) Abandon or cease operation of the Franchised Business for more than five (5) consecutive days without our prior written consent;
- (d) Make any unauthorized use of the Proprietary Marks or disclose Confidential Information;
- (e) Are convicted of a felony or commit any act that brings disrepute to the After Glow brand;
- (f) Make a material misrepresentation to us, whether in reporting or in communication;
- (g) Transfer any interest in the business without our prior written approval;
- (h) Become insolvent, assign assets for the benefit of creditors, or file for bankruptcy.

16.2 Cure Period. Upon any non-monetary default, we will provide written notice and a ten (10) day period to cure the breach, unless the default is deemed incurable. Monetary defaults must be cured within five (5) days. If you fail to cure within the applicable period, we may terminate this Agreement immediately.

16.3 Immediate Termination. We may terminate this Agreement without a cure period for:

- (a) Unauthorized use of the brand or confidential materials;
- (b) Repeated or intentional violations of system standards;
- (c) Threats to customer safety or public health;
- (d) Fraud, theft, or dishonesty involving the Franchised Business; (e) Unauthorized operation of a competing business; (f) Default under any other agreement with us.

16.4 Termination by Franchisee. You may terminate this Agreement only upon expiration of the initial term or a renewal term, with six (6) months' written notice. Early termination by you, without cause, is a breach and subject to liquidated damages as provided below.

16.5 Effect of Termination. Upon termination or expiration:

- (a) You must immediately cease all use of the Proprietary Marks, remove all branding, and return all confidential materials;

- (b) You must pay all outstanding fees and amounts due;
- (c) You must comply with all post-termination obligations, including the non-compete and confidentiality clauses.

16.6 Liquidated Damages. If we terminate this Agreement due to your default, or if you terminate without cause, you must pay us liquidated damages equal to the average monthly Royalty Fees multiplied by the number of months remaining in the current term, not to exceed twelve (12) months' worth of royalties.

ARTICLE 17 – OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1 Cessation of Operations. Upon expiration or termination of this Agreement, you must immediately stop operating the Franchised Business under the After Glow name and cease using the Proprietary Marks in any form.

17.2 De-Branding. Within fifteen (15) days of termination, you must:

- (a) Remove all signage, logos, promotional materials, uniforms, and digital presence associated with the After Glow brand;
- (b) Update or delete any business listings, social media pages, and email addresses containing the After Glow name;
- (c) Provide proof that all branded materials have been removed or destroyed.

17.3 Return of Materials. You must return or destroy all physical and digital copies of the Operations Manual, training materials, client forms, vendor lists, confidential documents, and proprietary technology, as directed by us.

17.4 Final Accounting. You must provide a final sales report and pay all outstanding Royalty Fees, Marketing Fund contributions, and other fees owed through the termination date. We may withhold final releases or documentation until all obligations are satisfied.

17.5 Customer Records. We retain ownership of all client records and data generated through your operation of the Franchised Business. Upon termination, you must securely transfer all customer data to us or permanently delete it at our instruction.

17.6 Post-Term Restrictions. You must continue to comply with the confidentiality, non-compete, and non-solicitation provisions of this Agreement after termination.

17.7 Exit Interview. At our request, you or your designated manager must participate in a brief exit interview or closing compliance review.

17.8 Survival. Any provisions of this Agreement that, by their nature, should survive expiration or termination (including but not limited to obligations regarding Confidential Information, indemnification, and restrictive covenants) shall remain in full force and effect.

ARTICLE 18 – RELATIONSHIP OF THE PARTIES

18.1 Independent Contractor. You are and shall remain an independent contractor. Nothing in this Agreement is intended to create or shall be construed as creating a partnership, joint venture, fiduciary relationship, or employer-employee relationship between you and us.

18.2 No Authority to Bind. You have no authority, and shall not represent yourself as having authority, to make contracts, enter into obligations, or otherwise act on our behalf. You may not sign any document, open any account, or make any purchase in our name.

18.3 Employee Matters. You are solely responsible for all matters related to your employees, including recruitment, training, payroll, taxes, insurance, benefits, and compliance with applicable laws. Your employees are not our employees for any purpose.

18.4 Taxes and Legal Compliance. You are responsible for all taxes, licenses, permits, and fees related to your operation of the Franchised Business, and for complying with all applicable federal, state, and local laws and regulations.

18.5 No Fiduciary Duty. You acknowledge that we owe you no fiduciary duty and that our relationship is strictly commercial in nature.

18.6 No Co-Branding. You may not represent your Franchised Business as being co-owned, co-branded, or jointly operated with us, any affiliate, or any third party, unless expressly authorized in writing.

ARTICLE 19 – DISPUTE RESOLUTION AND GOVERNING LAW

19.1 Informal Resolution. In the event of any dispute, claim, or disagreement arising under or related to this Agreement, the parties agree to first attempt to resolve the matter informally through good faith negotiations.

19.2 Mediation. If the parties are unable to resolve the dispute informally within thirty (30) days, either party may request mediation. Mediation will take place in Minnesota and will be facilitated by a mutually agreed-upon mediator. Each party will bear its own costs, and the mediator's fees will be shared equally.

19.3 Arbitration. If mediation fails to resolve the dispute, the matter shall be settled by final and binding arbitration conducted in accordance with the rules of the American Arbitration Association (“AAA”) by one arbitrator. The arbitration shall be held in St. Louis County, Minnesota, and judgment upon the award may be entered in any court having jurisdiction.

19.4 Exceptions. We may seek immediate injunctive relief or other equitable remedies in any court of competent jurisdiction for violations of Articles 8 (Proprietary Marks), 12 (Confidential Information), or 13 (Non-Compete and Non-Solicitation), without the need to first mediate or arbitrate.

19.5 Costs and Attorneys’ Fees. The prevailing party in any dispute arising under this Agreement shall be entitled to recover its reasonable attorneys’ fees, costs, and expenses from the non-prevailing party, including costs of enforcement and collection.

19.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of law principles.

19.7 Venue. The parties agree that exclusive jurisdiction and venue for any legal action arising out of or related to this Agreement shall be in the state or federal courts located in St. Louis County, Minnesota.

19.8 Waiver of Jury Trial. Each party waives its right to a trial by jury in any legal proceeding related to this Agreement.

ARTICLE 20 – MISCELLANEOUS

20.1 Entire Agreement. This Agreement, including all exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements, whether oral or written.

20.2 Amendments. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. We may update system standards, the Operations Manual, and non-material policies without your consent.

20.3 Waiver. No waiver of any breach or default shall be considered a waiver of any preceding or subsequent breach. Our failure to enforce any right or provision shall not constitute a waiver of such right or provision.

20.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.5 Assignment. You may not assign or transfer this Agreement or any interest therein without our prior written consent. Any unauthorized transfer is void and constitutes a material breach. We may assign this Agreement without your consent.

20.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

20.7 Force Majeure. We shall not be liable for any failure or delay in performing our obligations due to events beyond our reasonable control, including acts of God, war, natural disasters, labor disputes, or governmental restrictions.

20.8 Notices. All notices required under this Agreement must be in writing and delivered personally, by certified mail, or by a nationally recognized overnight courier, to the addresses listed on the signature page. Email notifications are permitted only if acknowledged in writing by the receiving party.

20.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

20.10 Headings. Article and section headings are for reference only and do not affect the interpretation of this Agreement.

ARTICLE 21 – DEFINITIONS

21.1 “Agreement” means this Franchise Agreement, including all exhibits, amendments, and incorporated materials.

21.2 “After Glow” means the system, brand, and business model associated with After Glow Tanning & Beauty Bar, including its services, trademarks, operations, and proprietary methods.

21.3 “Confidential Information” has the meaning given in Article 12 and includes all non-public operational, financial, and training-related materials.

21.4 “Franchised Business” means the business you are authorized to operate under this Agreement using the After Glow brand and system.

21.5 “Franchised Location” means the specific address or premises approved by us where the Franchised Business operates.

21.6 “Franchisee” means the person or entity entering into this Agreement with us to operate the Franchised Business.

21.7 “Franchisor,” “we,” “us,” or “our” means After Glow Franchise LLC, its successors, and assigns.

21.8 “Gross Revenue” means all revenue generated from the Franchised Business, including service sales, product sales, memberships, packages, and any other revenue derived from customers or vendors, before any deductions.

21.9 “Operations Manual” means the confidential manual we provide, containing system standards, procedures, and business guidelines for operating the Franchised Business.

21.10 “Proprietary Marks” means all trademarks, trade names, logos, service marks, and other identifying symbols used in connection with the After Glow brand.

21.11 “System” means the operational methods, trade dress, technology platforms, service protocols, and proprietary materials associated with the After Glow brand.

21.12 “Term” means the initial and any renewal period of this Agreement, as set forth in Article 3 and Article 15.

21.13 “Territory” means the geographic area defined in Exhibit B where you are granted exclusive rights to operate the Franchised Business.

21.14 “Transfer” means any assignment, sale, gift, pledge, or other disposition of any interest in this Agreement or the Franchised Business.

AFTER GLOW SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the Effective Date written below.

FRANCHISOR:

After Glow Franchise LLC

1307 Highway 33 S

Cloquet, MN 55720

Phone: 218-206-0258

Email: afterglowfranchise@gmail.com

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

FRANCHISEE:

Legal Entity Name: _____

Principal Address: _____

Phone: _____

Email: _____

By: _____

Name: _____

Title: _____

Date: _____

This Agreement becomes effective on the latest date written above.

EXHIBIT B: AUDIT FINANCIAL STATEMENT OF AFTER GLOW FRANCHISE, LLC
Prepared by: Metwally CPA PLLC
[ATTACHED]

After Glow Franchise, LLC

**Independent Auditor's Report
And
Balance Sheet Statement
July 24, 2025**

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

2901 Corporate Cir, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the members of
After Glow Franchise, LLC

Opinion

We have audited the accompanying balance sheet of After Glow Franchise, LLC (the Company) as of July 24, 2025 and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the Company as of July 24, 2025 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
August 05, 2025

After Glow Franchise, LLC
Balance Sheet
July 24, 2025

Assets

Current Assets

Cash and cash equivalents	\$10,000
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Total Current Assets	<u>\$10,000</u>
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Liabilities and Members' Equity

Total Liabilities	<u>\$0</u>
--------------------------	-------------------

Members' equity	10,000
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Total Liabilities and Members' Equity	<u>\$10,000</u>
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The accompanying notes are an integral part of the financial statement.

After Glow Franchise, LLC
July 24, 2025
Notes to Financial Statement

1. COMPANY AND DESCRIPTION OF BUSINESS

After Glow Franchise, LLC (the Company) was established in the state of Minnesota on July 21, 2025 for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provides the qualified individual the rights to operate a business that provide a wellness-focused tanning and beauty salon under the After Glow brand, offering tanning, red light therapy, spray tans, medically guided weight loss, and related wellness services under the "After Glow" mark.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision for income taxes has been included in the financial statements.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit might exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends, and aging behavior of receivables, among others. ASC 326 has been effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On July 24, 2025 the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of July 24, 2025 the Company has approximately \$10,000 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 05, 2025, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

EXHIBIT C: STATE SPECIFIC ADDENDA

[ATTACHED]

Each of the following state-specific addenda is included as part of this Exhibit E, and is intended to satisfy the franchise disclosure requirements of the respective state's franchise regulations. These amendments supplement or modify the After Glow Franchise Disclosure Document (FDD) for prospective franchisees located in, or intending to operate a franchise in, these states. The terms of these addenda apply only to the extent required by applicable state law. If you are a resident of one of the states listed below, or if the franchise will be operated in one of these states, you should carefully review the corresponding state addendum prior to signing the Franchise Agreement.

Included States:

- Illinois
- Minnesota
- Michigan
- New York
- North Dakota
- South Dakota
- Washington
- Wisconsin

NOTE: If you have questions about how these state-specific changes apply to your agreement or obligations, we recommend consulting with an attorney familiar with franchise law in your state.

STATE OF MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of Minnesota. The following modifications are made to comply with the Minnesota Franchise Law and shall apply only to franchises offered or sold in the State of Minnesota.

1. The provisions of the Franchise Agreement regarding governing law, jurisdiction, and venue shall not abrogate or reduce any rights provided under the Minnesota Franchise Act (Minn. Stat. §§ 80C.01– 80C.30) or limit a franchisee’s right to bring legal action in Minnesota.
2. No general release, waiver, or disclaimer executed by a Minnesota franchisee shall be effective if it is inconsistent with the Minnesota Franchise Act or executed before the franchisee has had the opportunity to review the FDD for at least 14 calendar days.
3. The Franchise Agreement shall not require binding arbitration to be conducted outside of Minnesota. Any arbitration or mediation involving a Minnesota franchisee shall be conducted within the State of Minnesota unless the franchisee otherwise agrees.
4. Any provision in the Franchise Agreement that designates governing law other than the laws of Minnesota shall not be enforceable to the extent it waives rights under Minnesota law.
5. The Franchisor will not require Minnesota franchisees to waive their rights to a jury trial or any other substantive or procedural right provided by Minnesota law.

This Addendum modifies the Franchise Disclosure Document and Franchise Agreement only as it relates to offers and sales in the State of Minnesota. In all other respects, the terms of the Franchise Disclosure Document and Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the Franchise Disclosure Document.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

STATE OF WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of Wisconsin. The following modifications are made to comply with the Wisconsin Franchise Investment Law (Wis. Stat. §§ 553.01–553.78) and shall apply only to franchises offered or sold in the State of Wisconsin.

1. The provisions of the Franchise Agreement relating to governing law, jurisdiction, or venue shall not abrogate or reduce any rights provided under the Wisconsin Franchise Investment Law or any other applicable Wisconsin law.
2. No general release, waiver, or disclaimer executed by a Wisconsin franchisee shall be effective if it is inconsistent with the Wisconsin Franchise Investment Law or executed prior to the franchisee’s receipt of the FDD and opportunity to review it for at least 14 calendar days.
3. Any arbitration or mediation required by the Franchise Agreement shall be conducted in Wisconsin, unless the franchisee otherwise agrees in writing.
4. Any provision in the Franchise Agreement that designates the governing law of a state other than Wisconsin shall not be enforceable to the extent it waives or reduces any rights granted under Wisconsin law.
5. The Franchisor will not require Wisconsin franchisees to waive their rights to a jury trial or any other substantive or procedural right provided by Wisconsin law.

This Addendum modifies the Franchise Disclosure Document and Franchise Agreement only as it relates to offers and sales in the State of Wisconsin. In all other respects, the terms of the Franchise Disclosure Document and Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the Franchise Disclosure Document.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

STATE OF ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of Illinois. The following modifications are made to comply with the Illinois Franchise Disclosure Act (815 ILCS 705/1 et seq.) and shall apply only to franchises offered or sold in the State of Illinois.

1. The provisions of the Franchise Agreement regarding governing law, venue, and jurisdiction shall not abrogate or diminish any rights provided under the Illinois Franchise Disclosure Act or other applicable Illinois laws.
2. Any arbitration or mediation provision in the Franchise Agreement shall not require a franchisee to travel outside the State of Illinois to resolve disputes, unless the franchisee otherwise agrees in writing after the dispute has arisen.
3. Any provision that designates the laws of a jurisdiction other than Illinois to govern the Franchise Agreement shall not be enforceable to the extent it would waive or reduce any rights granted under Illinois law.
4. No general release, waiver, or disclaimer shall be enforceable if it is inconsistent with the Illinois Franchise Disclosure Act or executed prior to the franchisee’s receipt of the FDD and a full 14-calendar day review period.
5. The Franchisor will not require Illinois franchisees to waive their right to a jury trial or any other procedural or substantive right granted under Illinois law.

This Addendum modifies the Franchise Disclosure Document and Franchise Agreement only as it relates to offers and sales in the State of Illinois. In all other respects, the terms of the Franchise Disclosure Document and Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the Franchise Disclosure Document.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

STATE OF SOUTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of South Dakota. The following modifications are made to comply with the South Dakota Franchise Investment Law (SDCL §§ 37-5B-1 through 37-5B-15) and shall apply only to franchises offered or sold in the State of South Dakota.

1. The provisions of the Franchise Agreement concerning governing law, jurisdiction, and venue shall not abrogate or reduce any rights granted to South Dakota franchisees under the South Dakota Franchise Investment Law.
2. Any arbitration or mediation required by the Franchise Agreement shall be conducted in the State of South Dakota unless the franchisee otherwise agrees in writing after the dispute arises.
3. No general release, waiver, or disclaimer executed by a South Dakota franchisee shall be effective if it is inconsistent with the South Dakota Franchise Investment Law or executed before the franchisee has received the FDD and been given at least 14 calendar days to review it.
4. Any provision that designates the laws of a jurisdiction other than South Dakota to govern the Franchise Agreement shall not be enforceable to the extent it waives or reduces any rights granted under South Dakota law.
5. The Franchisor will not require South Dakota franchisees to waive their rights to a jury trial or any other substantive or procedural rights provided under South Dakota law.

This Addendum modifies the Franchise Disclosure Document and Franchise Agreement only as it relates to offers and sales in the State of South Dakota. In all other respects, the terms of the Franchise Disclosure Document and Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the Franchise Disclosure Document.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

MICHIGAN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of Michigan.

The provisions of the Franchise Agreement concerning governing law, jurisdiction, venue, dispute resolution, waivers, and releases shall not abrogate or reduce any rights provided under the Michigan Franchise Investment Law (MFIL) or other applicable Michigan law. Any such provisions shall not require a Michigan franchisee to waive any rights granted by MFIL. Arbitration or legal proceedings must be conducted in Michigan, unless the franchisee otherwise agrees after the dispute arises.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the FDD.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of New York.

No provision in the Franchise Agreement can waive or limit any right granted under the New York Franchise Sales Act (NYFSA). Any provision requiring a release, waiver, or limitation of liability is unenforceable to the extent it violates NYFSA. The Franchise Agreement may not require a New York franchisee to litigate or arbitrate outside New York State.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the FDD.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of North Dakota.

The Franchise Agreement shall not limit or disclaim rights granted under the North Dakota Franchise Investment Law. Arbitration or dispute resolution may not be required to occur outside North Dakota unless mutually agreed to after the dispute arises. Any provision inconsistent with the North Dakota law shall not be enforceable.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the FDD.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum is attached to and made a part of the Franchise Disclosure Document (“FDD”) issued by After Glow Franchise LLC (“Franchisor”) for use in the State of Washington.

The Franchise Agreement shall not waive any rights under the Washington Franchise Investment Protection Act (RCW 19.100). No provision shall require arbitration or litigation outside Washington, and any such clause is unenforceable. All disputes with Washington franchisees must be governed by Washington law.

IN WITNESS WHEREOF, the Franchisor has duly executed this Addendum as of the effective date of the FDD.

AFTER GLOW FRANCHISE LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

EXHIBIT D

AFTER GLOW FRANCHISOR'S LEASE ADDENDUM TO THE FRANCHISE AGREEMENT BETWEEN AFTER GLOW FRANCHISE LLC AND _____ DATED _____, 20__

To the extent any terms contained in this Exhibit shall conflict with the body of the Lease, the terms of this Exhibit shall govern.

1. Landlord agrees to deliver copies of any and all notices required or permitted hereby or by the Lease (to Tenant) to Franchisor at AFTER GLOW FRANCHISE LLC, Attn: 1307 Highway 33 S, Cloquet, MN 55720, or such other address as Franchisor shall specify by written notice to Landlord.
2. Tenant hereby assigns to Franchisor, with Landlord's consent, all of Tenant's rights, title and interest to and under the Lease upon any termination or non-renewal of the Franchise Agreement, but no such assignment shall be effective unless: (a) the Franchise Agreement is terminated or expires without renewal; and (b) Franchisor notifies the Tenant and Landlord in writing that Franchisor assumes Tenant's obligations under the Lease.
3. Franchisor shall have the right, but not the obligation, upon giving written notice of its election to Tenant and Landlord, to cure any breach of the Lease and, if so stated in the notice, to also succeed to Tenant's rights, title and interests thereunder.
4. Tenant and Landlord acknowledge and agree that Franchisor shall have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to Article 2 or 3 above.
5. If Franchisor assumes the Lease as provided for in Article 2 or 3 above, Landlord and Tenant agree that (a) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to, and subsequent to, the date of assignment and assumption, and (b) Franchisor will have the right to sublease the Premises to another franchisee of Franchisor (a "New Operator"), pursuant to all of the terms of the Lease governing same and as set forth herein, provided the New Operator agrees to operate the Premises as an AFTER GLOW TANNING & BEAUTY BAR business pursuant to a Franchise Agreement with Franchisor and assumes all of the Tenant's obligations under the Lease in writing. Franchisor will be responsible for the Lease obligations incurred after the effective date of the assignment.

6. Landlord and Tenant hereby acknowledge that Tenant has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Location for certain purposes to the extent said purposes are not inconsistent with the terms of the Lease. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor, its employees, or agents. Landlord and Tenant hereby further acknowledge that in the event the Franchise Agreement expires (without renewal) or is terminated, Tenant is obligated to take certain steps under the Franchise Agreement to de-identify the location as an AFTER GLOW TANNING & BEAUTY BAR business. Landlord agrees to permit Franchisor, its employees or agents, to enter the Location and remove signs, decor and materials displaying any marks, designs or logos owned by Franchisor, provided Franchisor shall bear the expense of repairing any damage to the Location as a result thereof and if subsequent to the expiration or earlier termination of the Lease Term, Franchisor shall give advance written notice of its intent to enter the Location (which in any event shall be completed no more than thirty (30) days subsequent to said expiration or earlier termination), shall coordinate same with Landlord, and shall pay the Rent which would be due for such additional period under the Lease if it had not been terminated until such time as Franchisor removes its' property.
7. Landlord agrees to allow Tenant to remodel, equip, paint, and decorate the interior and exterior of the Premises pursuant to the terms of the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate the business at the Premises, subject to the terms of the Lease governing same.
8. Franchisor is a third-party beneficiary under this Addendum.
9. References to the Lease and the Franchise Agreement include all amendments, addenda, extensions, and renewals to such documents.
10. References to the Landlord, Tenant, and Franchisor include the successors and assigns of each of the parties, subject to the terms of the Lease.

EXHIBIT E

AFTER GLOW CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and entered into as of the date signed below, by and between After Glow Franchise LLC, a Minnesota limited liability company, with its principal place of business at 1307 Highway 33 S, Cloquet, MN 55720 (“Franchisor”), and the undersigned prospective franchisee (“Recipient”).

WHEREAS, the Franchisor possesses confidential, proprietary, and trade secret information regarding its franchise system, operations, marketing, technology, financials, and related business practices (collectively, “Confidential Information”);

WHEREAS, the Recipient is interested in evaluating a possible franchise relationship with the Franchisor and acknowledges that disclosure of Confidential Information is necessary for that evaluation;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. Definition of Confidential Information. “Confidential Information” includes, but is not limited to: trade secrets, marketing materials, operations manuals, training content, financial data, customer information, pricing strategies, systems, procedures, technology, and any other non-public business information provided by Franchisor to Recipient.
2. Obligations of Recipient. Recipient agrees:
 - a. To keep all Confidential Information strictly confidential and not disclose it to any third party without Franchisor’s written consent;
 - b. To use the Confidential Information solely for the purpose of evaluating the potential franchise opportunity;
 - c. To protect the Confidential Information with the same degree of care it uses to protect its own confidential materials, but in no event less than reasonable care;
 - d. To return or destroy all Confidential Information upon request if the franchise opportunity is not pursued.
3. Exclusions. Confidential Information does not include information that:
 - a. Is or becomes publicly known through no fault of Recipient;
 - b. Is lawfully obtained by Recipient from a third party without breach of this Agreement;
 - c. Is independently developed by Recipient without reference to Franchisor’s materials.

4. No License. This Agreement does not grant any license or ownership rights in the Confidential Information or any part thereof.
5. Injunctive Relief. Recipient acknowledges that unauthorized disclosure may cause irreparable harm to the Franchisor, entitling it to injunctive relief in addition to legal remedies.
6. Term. This Agreement remains in effect for a period of five (5) years from the date of execution.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

FRANCHISOR:

After Glow Franchise LLC

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

RECIPIENT:

By: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

EXHIBIT F

AFTER GLOW PERSONAL GUARANTY AGREEMENT

This Personal Guaranty Agreement ("Guaranty") is made and entered into this ____ day of _____, 20____, by the undersigned individual(s) ("Guarantor(s)") in favor of After Glow Franchise LLC, a Minnesota limited liability company, with its principal place of business at 1307 Highway 33 S, Cloquet, MN 55720 ("Franchisor").

WHEREAS, Franchisor and _____ ("Franchisee") have entered into or are about to enter into a Franchise Agreement dated _____, 20____ (the "Franchise Agreement"); and

WHEREAS, Franchisor requires that the undersigned Guarantor(s) personally guarantee the obligations of the Franchisee under the Franchise Agreement.

NOW, THEREFORE, in consideration of the execution of the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor(s) agree(s) as follows:

1. 1. PERSONAL GUARANTY

The Guarantor(s) hereby unconditionally and irrevocably guarantee(s) to Franchisor the full and prompt payment and performance by Franchisee of all obligations under the Franchise Agreement, including any amendments or modifications thereto.

2. 2. CONTINUING OBLIGATION

This Guaranty is a continuing guaranty and shall remain in full force and effect until all obligations of the Franchisee under the Franchise Agreement have been fully satisfied.

3. 3. WAIVER

Guarantor(s) waive notice of acceptance of this Guaranty, notice of default by Franchisee, and any requirement that Franchisor proceed against Franchisee before proceeding against Guarantor(s).

4. 4. ENFORCEMENT

Franchisor shall have the right to enforce this Guaranty against any one or more of the Guarantors without first proceeding against the Franchisee or any other Guarantor.

5. 5. GOVERNING LAW

This Guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the date first written above.

GUARANTOR:

Signature: _____

Name: _____

Date: _____

GUARANTOR (if applicable):

Signature: _____

Name: _____

Date: _____

EXHIBIT G

AFTER GLOW GENERAL RELEASE

This General Release (the “Release”) is entered into by and between:

Franchisee: _____

(Name of individual or entity)

Franchisor: AFTER GLOW FRANCHISE LLC, a Minnesota limited liability company, located at 1307 Highway 33 S, Cloquet, MN 55720.

Effective as of the date of termination, expiration, or transfer of the Franchise Agreement between the parties (the “Effective Date”), the Franchisee agrees as follows:

1. RELEASE OF CLAIMS

Franchisee, on behalf of itself and its owners, officers, directors, agents, employees, successors, and assigns, hereby fully and forever releases and discharges After Glow Franchise LLC, its affiliates, owners, officers, directors, agents, employees, successors, and assigns (collectively, the “Franchisor Parties”) from any and all claims, liabilities, demands, causes of action, obligations, damages, or suits of any kind, whether known or unknown, that Franchisee has or may have arising out of or relating to the Franchise Agreement or the operation of the franchised business, up to and including the Effective Date.

2. EXCEPTIONS

This Release does not apply to:

- Obligations of the Franchisor expressly stated to survive termination in the Franchise Agreement; - Any claims that cannot legally be waived under applicable law.

3. NO ADMISSION OF LIABILITY

This Release is not an admission of liability by either party.

4. BINDING EFFECT

This Release is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

5. GOVERNING LAW

This Release will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Release as of the Effective Date.

FRANCHISEE:

Signature: _____

Name: _____

Title: _____

Date: _____

AFTER GLOW FRANCHISE LLC:

By: _____

Name: Elizabeth Little

Title: Managing Member

Date: _____

EXHIBIT H

AFTER GLOW RECEIPT PAGE

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 After Glow Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If After Glow Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchisor is After Glow Franchise LLC, located at 1307 MN-33 S, Cloquet, MN 55720. Its telephone number is (218) 206-0258.

Issuance date: August 5, 2025

The franchise seller for this offering is Elizabeth Little, Managing Member, After Glow Franchise LLC.

After Glow Franchise LLC authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated December 31, 2024 that included the following Exhibits:

- Exhibit A – Franchise Agreement
- Exhibit B – Financial Statements
- Exhibit C – State-Specific Addenda
- Exhibit D – Lease Addendum

- Exhibit E – Confidentiality or Non-Compete Agreement
- Exhibit F – Personal Guaranty Agreement
- Exhibit G – General Release
- Exhibit H – Receipt Page

Date: _____

Signature of Prospective Franchisee: _____

Print Name: _____

You may return the signed receipt either by signing, dating, and mailing it to After Glow Franchise LLC, 1307 MN-33 S, Cloquet, MN 55720

AFTETR GLOW RECEIPT PAGE (DUPLICATE)

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 After Glow Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If After Glow Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchisor is After Glow Franchise LLC, located at 1307 MN-33 S, Cloquet, MN 55720. Its telephone number is (218) 206-0258.

Issuance date: December 31, 2024

The franchise seller for this offering is Elizabeth Little, Managing Member, After Glow Franchise LLC.

After Glow Franchise LLC authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated December 31, 2024 that included the following Exhibits:

- Exhibit A – Franchise Agreement
- Exhibit B – Franchisee Information Sheet
- Exhibit C – Financial Statements
- Exhibit D – State-Specific Addenda
- Exhibit E – Site Selection Criteria / Lease Addendum
- Exhibit F – Confidentiality or Non-Compete Agreement

- Exhibit G – General Release
- Exhibit H – Guaranty Agreement
- Exhibit I – Receipt Page

Date: _____

Signature of Prospective Franchisee: _____

Print Name: _____

You may return the signed receipt either by signing, dating, and mailing it to After Glow Franchise LLC, 1307 MN-33 S, Cloquet, MN 55720.

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