

the Development Schedule. Your Site Selection Areas will be determined at the initial signing of your Development Agreement.

### Market and Competition

You will sell manicure and pedicure services—and other related products and services—to the general public. The market for nail services and products is developed and competitive. As a result, you will compete for customers with other companies and organizations that offer nail products and services. Competitors may include individuals and small- to medium-sized companies, similar franchise systems, and large corporations. The services you will offer are generally not seasonal, although you may have higher sales at certain times of the year, such as around major holidays and popular times for taking vacations.

### Industry-Specific Regulations

A number of states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Studio, including those which (1) establish licensing and certification requirements for businesses in general, (2) establish general standards, specifications and requirements for the construction, design and maintenance of the Studio location; (3) establish licensing and certification requirements for nail technicians, as further detailed below, (4) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for nail studios; (5) set standards pertaining to employee health and safety; (6) set standards and requirements for fire safety and general emergency preparedness, and (7) regulate the proper use, storage and disposal of waste and other hazardous materials.

A number of states have licensing and permitting laws and regulations that may apply to your Studio. For example, many jurisdictions have laws that require nail technician licensing, cosmetologist licensing, other related licensing, bonding, and insurance, and compliance with certain building codes, safety regulations, health requirements, and other similar requirements. Your Studio may be required to comply with one or more of these requirements in your jurisdiction. You and your employees must ensure that you, your employees, and others providing products and services to customers on behalf of your Studio have all required licenses and permits.

You should investigate whether there are any regulations and requirements that may apply in the geographic area in which you are interested in locating your Studio, and you should consider their impact and the cost of compliance. You may also be required to register your business location with a state agency. You should also investigate state sales tax obligations that may affect your Studio. It is your responsibility to know, understand and comply with all regulations and requirements in your jurisdiction.

### Agent for Service of Process

Our agent for service of process in Michigan is Meg Roberts, and the agent's principal business address is 320 S. Main St., Ann Arbor, MI 48104. Our agents for service of process in other states are disclosed in Exhibit H.

## **ITEM 2 BUSINESS EXPERIENCE**

### Chief Executive Officer of our Parent: Meg Roberts

~~Ms. Meg~~ Roberts has served as the Chief Executive Officer of our parent, Head to Toe Brands, located in Southlake, Texas, since March 2024 ~~in Ann Arbor, MI. Previously, Ms. Roberts. Meg has served as the CEO and president of Theour affiliate Lash Lounge from, located in Southlake, Texas, and its predecessor, since July 2018 to March 2024.~~

Chief Operating Officer of our Parent: Kristin Kidd

Kristin Kidd has served as the Chief Operations Officer of our parent, Head to Toe Brands, in Southlake, Texas since June 2024. Kristin served as Vice President of Operations for our affiliate Lash, located in Southlake, Texas, from December 2021 to June 2024. Previously, she served as Director of Operations for Lash, located in Southlake, Texas, from April 2018 to December 2021.

Brand President: Kayla Bramlet

Kayla Bramlet has served as our Brand President, located in Southlake, Texas, since February 2026. Prior to this Ms. Bramlet served as our Director of Training and Operations, in Southlake, Texas, from August 2024 to February 2026. Prior to this Ms. Bramlet served as our Director of Training, located in Southlake, TX, from January 2018 to August 2024. Kayla has also been a Frenchies franchise owner since 2018.

Director of Operations: Jill Holderfield

Jill Holderfield has served as our Director of Operations, in Southlake, Texas, since March 2026. Prior to this, Ms. Holderfield served as a Franchise Business Coach for Waxing the City, in XXXXX from February 2025 to March 2026. Prior to this she served as a Franchise Business Coach for Upgrade Labs from February 2024 to February 2025. Prior to this she served as the Director of Operations from March 2022 to February 2024. Prior to this she served as a Franchise Business Coach for Regis Corporation September 2020 to March 2022.

Board Member, Aakeem Andrada

~~Aakeem Andrada has served as our Board Member since November 2023. Aakeem has also served as a board member of our affiliate, Bishops, since April 2023. In addition, Aakeem has served as a board member of Performance Systems Integration, LLC in Portland, Oregon since July 2020. He has served as an Analyst, Associate and Senior Associate at the Riverside Company in Santa Monica, California since June 2018.~~

Board Member: Jordan LaJoie

Jordan LaJoie has served as our Board Member, and that of our parent since February 2025. Jordan has also served as President of Pinecrest Holdings, Inc., located in Portland, Maine, since July 2020. Prior to that time, Jordan was a Management Consultant for Accenture, located in Boston, Massachusetts, from July 2014 to July 2020.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE <sup>3</sup>	REMARKS
Royalty Fee (2)	Greater of: (a) the Minimum Royalty Fee (\$100/week); or (b) 6% of Gross Revenues each week.	Weekly, currently the Monday of each week. Franchisor reserves the right to collect monthly with 30 days' notice	See Note 2 for the definition of Gross Revenue.
Marketing Fee (2)	2% of your Gross Revenues each week, which amount is subject to change upon our notice to you.	Payable on Monday of each week for the prior week.	We reserve the right to increase this contribution to up to 3% of your Gross Revenues each week. (See Note 2 and Item 11).
Local Advertising	At least \$2,000 per month, beginning with the month prior to opening	Monthly local advertising requirement must be spent before the end of each month	You must spend <del>the required</del> a minimum <del>expenditure amount of</del> <u>\$2,000</u> per month in your local market to promote the Studio. See Item 11.
MarTech Fee	Currently, \$0 per month per Studio	Not currently charged	The MarTech fee is considered a component of the Local Advertising requirement but is collected by the Home Office in conjunction with Marketing Fee. The MarTech fee is applied directly to digital utilities, hosting and all other initiatives for which central billing to the Home Office can provide a single to the franchisee. We reserve the right to initiate, increase or change this fee in direct relationship to expenses with 30 days' notice, provided it will not exceed \$500 per month. To be paid in the same manner and time frame as the Marketing Fee. See Item 11.
Membership Marketing	Minimum \$500 per month, if established	Paid Monthly as incurred	If we established a membership marketing program, we may require your participation for a defined period, thereafter participation may be optional. Your fee will be equal to the actual cost charged by a third party. Currently there are no Membership Marketing requirements.

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE <sup>3</sup>	REMARKS
Membership Perks Program	Minimum \$100 per month, if established	Paid Monthly as incurred	If we established a membership perks program, we will require your participation. Your fee will be equal to the actual cost charged by a third party. Currently there are no Membership Perks Programs requirements.
Cooperative Advertising	At least \$1,500 per month, when established	Same as Royalty Fee or as designated by your cooperative	If we require you to participate in an established cooperative advertising campaign for your market area, your \$1,500 minimum monthly cooperative contribution will satisfy your local advertising requirement once the Studio is open at least 12 full months. Currently there are no advertising cooperatives in place. <u>Your cooperative may vote to raise your minimum contribution in such case, the increase to your contribution will be equal to the requirements as agreed by your cooperative by majority vote up to a maximum of \$2,500 per month. Voting rights within a cooperative will be on a per location basis. If a Franchisor is a member of the cooperative they will have the same voting power as any other member (based on the number of locations within the cooperative). The Franchisor does not provide sample governing documents.</u>
Additional Training and Assistance	\$300 per day for each individual (which may be an attendee or trainer), plus reimbursement of our travel, lodging and dining costs (if applicable).	Before assistance	This fee applies to all training onsite or offsite, including but not limited to advanced training, opening training, transfer/resale training, recertification. The fee of \$300 per day, per attendee, is payable to us before we provide the applicable training. We may, at our option, send our personnel to your Studio to provide mandatory training if you have failed two consecutive quality inspections, are deemed non-compliant or have failed to attend or participate in mandatory training and/or meetings. You will be

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE <sup>3</sup>	REMARKS
Point of Sale (POS), Text Messaging Systems, and VOIP	Currently, \$499 per month	As incurred	This fee is imposed by us but payable to a third party and <del>is subject</del> <u>may increase equal</u> to <del>change based on the</del> <u>rates</u> <u>actual rate increase as</u> determined by the third -party provider. This subscription includes technical support provided by the POS supplier.
Bookkeeping Software	The then-current fee as imposed by the third-party provider, which is currently \$250 per month for services. The software, Quickbooks Online, is separate and currently \$20 per month for Simple Start plan	As incurred	This amount is payable to third parties and subject to third party pricing and the packages required. We reserve the right to charge this fee directly in the future.
Email, Microsoft Office 365, and Antivirus Software	The then-current fee as imposed by the third-party providers Currently, \$18 to \$25 per month for Email and Office 365; and \$4 to \$6 per month for antivirus software	As incurred	These amounts are payable to third parties and may vary based on changes to their pricing and packages that you choose. <u>Any increase will be equal to the actual rate increase as determined by our third party provider.</u> We reserve the right to charge these amounts directly in the future.
Music License Fees	\$29 to \$54 per month	As incurred	These amounts are required by us but paid to a third party

**Note 4** If you or your Owners are transferring part, but not all, of their respective interest in the franchisee, the Transfer Fee equals \$2,500. If such transfer, however, results in additional required training, you (buyer) will be responsible for paying our then-current tuition for the training as well as travel, lodging, and dining expenses. A Transfer Fee of \$5,000, plus our related attorneys' fees, applies if you transfer all of your interest in the Franchise Agreement and all or substantially all of the assets of the Studio.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT  
YOUR ESTIMATED INITIAL INVESTMENT**

**Single-Unit Franchise**

<b>TYPE OF EXPENDITURE<sup>1</sup></b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee <sup>2</sup>	\$50,000	Wire	When Franchise Agreement is signed	Us
Leasehold Improvements <sup>3</sup>	\$217,704 to \$229,363	As arranged	As required	Contractors and third-party suppliers (including General Contractor)
Furniture, Fixtures, Décor, and Equipment <sup>4</sup>	\$62,219 to \$67,015	As arranged	As required	Approved Suppliers
Salon Layout, Architect, Engineer, Drawings, and Permits <sup>5</sup>	\$16,300 to \$21,739	Check, or as arranged	As required	Approved suppliers, your architect and engineer
<b><u>Professional Fees</u></b>	<b><u>\$1,000 to \$3,870</u></b>	<b><u>As arranged</u></b>	<b><u>As incurred</u></b>	<b><u>Your accountant, attorney, and other professionals</u></b>
Business Licenses, Permits, etc. (first year)	\$394 to \$4,298	As agencies require	As agencies require	Applicable agencies
Initial Inventory <sup>6</sup>	\$17,600 to \$21,369	Check, or as arranged	As incurred	Approved suppliers
Signage <sup>7</sup>	\$15,401 to \$16,126	Check, or as arranged	As incurred	Approved suppliers
Technology Hardware, and POS Software <sup>8</sup>	\$10,960 to \$12,405	As arranged	As incurred	Approved supplier
Initial Training Fee (covers two individuals)	\$8,000	Wire or EFT	When Franchise Agreement is signed	Us
Pre-opening training expenses (for up to two individuals) <sup>9</sup>	\$2,500 to \$12,000	Cash, Check or as arranged	Before opening	Third-party suppliers of transportation, food and lodging for you and your employees
Utility Deposits, Expenses and Payments (first three months)	\$250 to \$500	As arranged	As incurred	Third party suppliers

you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

#### Approved Products and Services

You may only market, offer, sell and provide the Approved Products and Services at your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

#### Studio Layout Design and Fixtures, Furniture, and Additional Materials, Supplies, and Products

You will engage our designated supplier for the layout design of your Studio. Currently, we require the use of a designated supplier for much of the Studio's furniture and fixtures. In general, we may designate suppliers from whom you will be required to purchase certain non-proprietary fixtures, furnishings, equipment, uniforms, supplies, marketing materials, forms, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Proprietary Products, which you may or must use or sell at or through the Studio. You may use, offer or sell only those non-proprietary products that we expressly authorize, and you may purchase them from (i) us or our affiliates, (ii) suppliers we designate, or (iii) suppliers you select that we approve in advance in writing.

#### Computer System and Operational & Educational Software

You must purchase the POS computer hardware and software system from our approved suppliers. You may also be required to subscribe to certain services including accounting services, POS-related subscriptions, LMS-related systems (Learning Management/Education Portals), operating system and office software licenses See Item 11 for more information about computer hardware and software requirements. We reserve the right to formulate and modify our standards and specifications for operating a Studio. This includes requiring that you take all steps, including but not limited to those related to visibility and management of your Studio that are necessary to ensure that your business is compliant with all data privacy and security laws and Payment Card Industry Data Security Standards (PCI DSS) requirements, as such standards may be revised and modified by the PCI Security Standards Council (see [pcisecuritystandards.org](http://pcisecuritystandards.org)), or such successor organization or standards that we may reasonably specify. Our standards and specifications are described in the Franchise Agreement, the Manuals, and other written documents. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to operation of the franchise, including standards and specifications for Approved Services and Products, equipment, signs, furnishings, supplies, fixtures, inventory, computer systems (hardware, software, applications, data network and internet connection minimum bandwidth capacities), privacy policies, encryption requirements, data and IT security policies - including implementation of phishing and other security awareness programs and training, cyber incident notification requirements, and Artificial Intelligence policies by written notice to you or through changes in the Manuals. We may issue our standards or specifications for goods and services, and changes to those standards and specifications, in writing directly to you or our approved supplier. You may incur an increased cost to comply with these changes at your own expense.

#### Approved Suppliers

PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

The State of Hawaii has required a financial assurance. Therefore, a deferral of the payment of the initial franchise fee and any other initial payments made by the franchisee to the franchisor will be required until all of the pre-opening obligations of the franchisor have been satisfied and the franchise has opened for business. If more than one location is contemplated through an area development agreement, then the total amount to be collected will be prorated and collected by the franchisor as each studio is opened under the development agreement.

***Franchise Disclosure Document, Additional Disclosure:***

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

***FOR THE STATE OF ILLINOIS***

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

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

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by BCC Services Holding Company and Subsidiaries. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor's financial condition.

provision supersedes any other term of any document executed in connection with the franchise.

**FOR THE STATE OF MINNESOTA**

1. Other Fees. The following statement is added to Item 6:  
Minnesota Statute 604.113 limits the charge for Nonpayment Due to “Insufficient Funds” to \$30.
2. Trademarks. The following statement is added to Item 13:  
Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided, that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of the Franchise Agreement and the System.
3. Choice of Forum and Law/Jury Trial. The following statement is added to Item 17:  
Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination, penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
4. General Release. The following statement is added to Item 17:  
Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.
5. Notice of Termination/Transfer. The following statement is added to Item 17:  
With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
7. Injunctive Relief. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J.
8. Limitations of Claims. Notwithstanding anything to the contrary in this disclosure document, to the extent that a claim is subject to Minnesota Statutes, Section 80C.15 Subd. 5, the statute shall control.
9. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**
10. **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER**

**AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota franchise statutes are met independently without reference to these Additional Disclosures.

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

***FOR THE STATE OF NEW YORK***

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

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

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of

2.2.4. You have renovated and refurbished the Studio premises so that they reflect Franchisor's then-current image, trade dress, equipment, and furnishings requirements;

2.2.5. You have demonstrated to Franchisor's satisfaction that you have the right to remain in possession of the Studio premises, or you have secured an alternate site with Franchisor's prior approval;

2.2.6. You comply with the then-current qualifications and training requirements;

2.2.7. You sign Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement, and each Owner executes a personal guaranty and undertaking in the form Franchisor prescribes;

2.2.8. You and each Owner sign a general and full release in favor of Franchisor and its Affiliates, and their respective, officers, directors, shareholders, members, managers, employees, and agents, of any claims arising out of or related to the franchise relationship including the offer and sale of the FRENCHIES® franchise opportunity; and

2.2.9. You have paid the Renewal Fee in the amount specified in the Summary Pages.

### 3. SITE SELECTION; CONSTRUCTION; STUDIO LOCATION

3.1. Site Selection. You must identify, acquire, and open a site for the Studio by the Control Date (the "**Control Date**") specified in the Summary Pages and Attachment B. You must agree to use our designated real-estate supplier to assist you in locating a site. Our designated real-estate supplier will assist with identifying sites that meet our criteria and adhere to "Protected Area" boundaries. The site must be located within the Site Selection Area (the "**Site Selection Area**") identified in Attachment B, must meet Franchisor's then-current site selection criteria, and must otherwise be mutually acceptable to you and to Franchisor. If you are opening a subsequent Studio, you may apply for an exception, electing not to use the designated real-estate supplier. If Franchisor approves your exception in its sole discretion, you must agree to all self-managed real-estate requirements. Ultimately, site selection and decision to sign a lease is solely your responsibility. Once you have acquired the site for the Studio, Franchisor will apply and define the "Protected Area" and Attachment B will be executed and supplemented accordingly.

3.2. Franchise Site Application. For each proposed site that you identify, you must deliver to Franchisor a completed franchise site application in a form Franchisor prescribes, including such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic and psychographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Franchisor will approve or refuse to approve a proposed site within 30 days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered either approval or disapproval. ~~The parties acknowledge and agree that Franchisor's site approval is not an assurance that the Studio will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria for FRENCHIES® Studios.~~

3.3. Lease. If you will occupy the Franchised Location under a lease with a third-party landlord, Franchisor shall have the right to approve the lease terms, and the lease shall not be signed until it has been reviewed and approved by Franchisor. **The parties acknowledge and agree that Franchisor's approval of a lease does not mean that the economic terms of the lease are favorable, it means only that the lease contains the lease terms that Franchisor requires.** The lease must also contain the terms reflected in Attachment F, including Franchisor's option to assume the lease in the event of expiration or termination of this Agreement. The lease must be executed within nine months of the Franchise Agreement Effective

Improvement. In the event that the foregoing provisions of this Section 15.7. are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein.

## 16. REPRESENTATIONS

16.1. Representations of Franchisor. Franchisor represents and warrants that (a) Franchisor is duly organized and validly existing under the law of the state of its formation; (b) Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and (c) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisor's corporate power and have been duly authorized.

### 16.2. Representations of Franchisee.

16.2.1. You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment C. You further represent to Franchisor that (a) you are duly organized and validly existing under the law of the state of your formation; (b) you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; and (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business. You warrant and represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to the FRENCHIES® Studio; and the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

~~16.2.2. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least 14 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.~~

~~16.2.3.~~16.2.2. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, members, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**"). You represent and warrant to Franchisor that you will not accept money from or employ any Blocked Person.

## 17. NOTICES

17.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by any reliable electronic system. Service shall be deemed conclusively made (a) at the time of service, if personally served; (b) 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (c) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (d) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within 24 hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary

**ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT**

THIS AMENDMENT TO FRANCHISE AGREEMENT (“**Amendment**”) dated \_\_\_\_\_, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the “**Franchise Agreement**”) dated \_\_\_\_\_, by and between Frenchies, LLC (“**Franchisor**”), a Colorado limited liability company, with its principal office in Southlake, Texas, and \_\_\_\_\_ (“**you**” or “**Franchisee**”). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

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

All of the Franchisor’s financial obligations are absolutely and unconditionally guaranteed by BCC Services Holding Company and Subsidiaries. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor’s financial condition.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first shown above.

**FRENCHIES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ILLINOIS AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) dated \_\_\_\_\_ is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (the “Development Agreement”) dated \_\_\_\_\_ by and between Frenchies, LLC (“Franchisor”), a Colorado limited liability company, with its principal office in Southlake, Texas, and \_\_\_\_\_ (“you” or “Developer”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

Illinois law governs the FranchiseDevelopment Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

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

All of the Franchisor’s financial obligations are absolutely and unconditionally guaranteed by BCC Services Holding Company and Subsidiaries. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor’s financial condition.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first shown above.

**FRENCHIES, LLC**

**DEVELOPER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MARYLAND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) dated \_\_\_\_\_, is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (the “**Development Agreement**”) dated \_\_\_\_\_, by and between Frenchies, LLC (“**Franchisor**”), a Colorado limited liability company, with its principal office in Southlake, Texas, and \_\_\_\_\_ (“**you**” or “**Developer**”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

1. Any provision requiring you to sign a general release of any and all claims against us shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.
2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. Section 14-226 of the Maryland Franchise Registration and Disclosure Law, prohibits us from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
4. Notwithstanding anything to the contrary set forth in the Agreement, any general release the Developer is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability we may have incurred under the Maryland Franchise Registration and Disclosure Law.
5. The Development Agreement is amended by the addition of the following language to the original language that appears in the choice of law language therein:

“This section shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland.”
6. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.
7. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.
8. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.
9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.
10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **EXHIBIT I**

### **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:

<b>State</b>	<b>Effective Date</b>
California	<u>Pending April 21, 2026</u>
Hawaii	<i>Pending</i>
Illinois	<u>Pending March 30, 2026</u>
Indiana	<u>Pending April 6, 2026</u>
Maryland	<i>Pending</i>
Michigan	<u>Pending May 23, 2026</u>
Minnesota	<i>Pending</i>
New York	<i>Pending</i>
North Dakota	<i>Pending</i>
South Dakota	<u>Pending March 28, 2026</u>
Rhode Island	<u>Pending February 20, 2026</u>
Virginia	<i>Pending</i>
Washington	<i>Pending</i>
Wisconsin	<u>Pending March 29, 2026</u>

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.

**EXHIBIT J**  
**RECEIPTS**

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

If Frenchies, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Frenchies, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit H to this disclosure document). Frenchies, LLC authorizes the respective state agencies identified on Exhibit H to receive service of process for it in the particular state.

The franchisor is Frenchies, LLC, 550 Reserve St. Suite 380, Southlake, TX, 76092; (720) 526-2935.

Issuance Date: March 27, 2026

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Meg Roberts	550 Reserve Street, Suite 380, Southlake, Texas 76092	734-678-1224
Kristin Kidd	550 Reserve Street, Suite 380, Southlake, TX 76092	214-803-9434
Kelli Kline	<del>550 Reserve Street, Suite 380, Southlake, TX 76092</del> <u>Walkers Ferry Rd., Charlotte, NC 28214</u>	717-491-3922
Kayla Bramlet	550 Reserve Street, Suite 380, Southlake, TX 76092	303-564-9488

I received a Disclosure Document with an issuance date of March 27, 2026. State registration effective dates are listed on the State Registrations page contained in the Disclosure Document. The Disclosure Document included the following Exhibits:

- Exhibit A – State Specific Appendix
- Exhibit B – Franchise Agreement and all Attachments
- Exhibit C – Development Agreement
- Exhibit D – General Release (Sample Form Only)
- Exhibit E – Table of Contents of Confidential Operations Manual
- Exhibit F – Financial Statements
- Exhibit G – List of Current and Former Franchisees
- Exhibit H – List of State Administrators and Agents for Service of Process
- Exhibit I – State Effective Dates
- Exhibit J – Receipts

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed name

Signed, individually and as an officer of  
 \_\_\_\_\_ (a Corporation )  
 \_\_\_\_\_ (a Partnership)  
 \_\_\_\_\_ (a Limited Liability Company)

Signed, individually and as an officer of  
 \_\_\_\_\_ (a Corporation)  
 \_\_\_\_\_ (a Partnership)  
 \_\_\_\_\_ (a Limited Liability Company)

## Receipt

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

If Frenchies, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Frenchies, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit H to this disclosure document). Frenchies, LLC authorizes the respective state agencies identified on Exhibit H to receive service of process for it in the particular state.

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- Exhibit I – State Effective Dates
- Exhibit J – Receipts

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed name \_\_\_\_\_

Signed individually and as an officer of  
 \_\_\_\_\_ (a Corporation )  
 \_\_\_\_\_ (a Partnership)  
 \_\_\_\_\_ (a Limited Liability Company)

Signed, individually and as an officer of  
 \_\_\_\_\_ (a Corporation)  
 \_\_\_\_\_ (a Partnership)  
 \_\_\_\_\_ (a Limited Liability Company)

**[Please return this completed form to Frenchies, LLC at 550 Reserve St. Suite 380, Southlake, TX, 76092.]**