

Chief Operating Officer (Head to Toe Brands): Kristin Kidd

Kristin Kidd has served as the Chief Operating Officer of Head to Toe brands since June 2024. Previously, she served as the Vice President of Operations for The Lash Lounge from December 2021 to June 2024. Prior to being promoted to Vice President, Kristin served as the Director of Operations from 2018 to 2021. From July 2009 to March 2018, Kristin served as the Vice President of Sales and Operations for 27 School of Rock franchise locations, then transitioned in 2019 through the present as a multi-unit franchisee.

Brand President: John Babcock

John Babcock has been the Brand President for The Lash Lounge since August 2024. Since 2018, John has owned three franchised Lash Lounge salons operating in the Detroit, Michigan Metro area and the Philadelphia, Pennsylvania area.

Executive Vice President of Education and Innovation: Noelle Peter

Noelle Peter has been as the Executive Vice President of Education and Innovation since January 2026. Operations and Training since June 2024. Before stepping into this role, she was the Vice President of Operations and Training for The Lash Lounge from January 2024 to December 2025. Noelle previously served as our Director of Operations from May 2018 to December 2022. Alongside her corporate roles, Noelle has held an ownership interest in a Lash Lounge franchisee located in Pennsylvania since April 2021.

Director of Operations: Tracey Tomlinson

Tracey Tomlinson has been our Director of Operations since March 2026. She also serves as President and Co-owner of Esther Tea Company in North Charleston, SC and has done so since September 2021. Prior to joining The Lash Lounge, Ms. Tomlinson served as Director of Operations for CertaPro Painters in Fayetteville Lillington, NC, from January 2023 to March 2026. ~~Prior to this she served as President and Co-owner of Esther Tea Company.~~ Prior to this she served as Operations Project Manager for Nolan Holding Group in North Charleston, SC from January 2021 to January 2023.

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.

Board Member, Aakeem Andrada

~~Aakeem Andrada has served as our Board Member since February 29, 2024. Aakeem has also served as a board member of our affiliate, Bishops, since April 2023 and Frenchies since November 2023. Aakeem has served on the board of our parent, Head to Toe Brands, 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: Anna Phillips

grant you the right to develop within your Site Selection Area concurrently with the Development Agreement (unless we agree otherwise in writing). For each subsequent salon you open, you will sign the current Franchise Agreement, which may differ from the Franchise Agreement associated with your first salon.

Your Development Fee will be deemed fully earned upon payment and is not refundable under any circumstances. The Development Fee described above is calculated and applied uniformly to all franchisees.

Initial Training Fees

Prior to opening, you will pay to us a \$8,000 initial training fee for our three-stage initial training program which consists of several components. The initial training fee is due in a lump sum at the time of signing and is not refundable under any circumstances. The initial training fee is uniformly imposed for first salons or salons that transfer ownership and includes a 45-day Business Training, currently hosted in Dallas, TX and concluding with on-site Salon Training taught by a salon opener and Corporate Stylist Trainer at the time of salon opening. This Initial Training Fee is due only in connection with your first Salon and does not apply to the subsequent Salons opened under a Development Agreement. Currently, Initial Training for subsequent salons will be offered at the rates provided in Item 6 and includes the fees associated with the return of a salon opener and Corporate Stylist as requested or required by the franchisor.

**ITEM 6
OTHER FEES**

Franchise Agreement

Type of Fee ¹	Amount	Due Date	Remarks
Royalty Fee (2)	6% of Gross Revenue per month. After your second year of operations, a minimum Royalty Fee of \$250 per week will be applied.	Monthly, currently the 8 th business day of the month Franchisor reserves right to collect weekly with 30-days' notice.	The first month may be either a full or partial calendar month, depending on what day the Salon opens for business. See Note 2 for the definition of Gross Revenue.
Marketing Fee (2)	2% of Gross Revenue	Monthly, currently the 9 th business day of the month	See Item 11. See Note 2 for the definition of "Gross Revenue."
Local Advertising	At least \$2,000 per month, beginning with the month prior to opening full term of the agreement.	Monthly local advertising requirement must be spent before	You must spend <u>at least \$2,000</u> the required minimum expenditure amount per month in your local market to promote the Salon. See Item 11.

Type of Fee ¹	Amount	Due Date	Remarks
		the end of each month	
MarTech Fee	Currently, \$185 per month	Monthly, currently the 8th business day of the month	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 increase this fee in relationship to direct 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.
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	Monthly, currently the 5 th of the month	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 Salon is open at least 12 full months. <u>Your cooperative</u>

Type of Fee ¹	Amount	Due Date	Remarks
			<u>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.</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 Salon 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 responsible for all training fees and associated travel costs is such training is required.
Continuing Education Requirements (3)	Varies with circumstances	Upon demand	See Note 3.
Convention or Continuing Education Enrollment Fee	Currently, \$500 per attendee	Before Convention	At least one representative is required to attend, no more than once per year, any designated convention, regional meeting or annual training meeting. For any required training you do not attend, you will pay the same registration fee as attendees – whether you attend or not. You are responsible for all costs of attending convention, including travel, lodging, meals and wages. We may increase this fee in our discretion, provided it will not exceed \$2,500 per attendee.
Technology Fee	Currently, \$215 per month per Salon	Monthly, currently the 8th business day of the	Technology Fees are for use of our current and future systems which may include online systems, intra-net, data sharing, business intelligence, learning

Type of Fee ¹	Amount	Due Date	Remarks
		month	management systems and more. <u>Any increase to this fee will be equal to the ratable increases imposed by us by our third party providers.</u> To be paid in the same manner and time frame as the Royalty Fee. See Item 11.
Point of Sale (POS) and Text Messaging Systems	Currently, \$384 per month	As incurred	This fee is imposed by us but payable to a third party and may increase <u>equal only up</u> to the actual <u>rate increase as rates</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. <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 this fee directly in the future.
VOIP Phone system, Email, Microsoft Office 365, and Antivirus Software	The then-current fee as imposed by the third-party providers Currently, \$17 to \$25 per month per telephone and \$4 to \$6 per month per telephone line; \$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 may increase <u>equal only up</u> to the actual <u>rate increases as determined by the third party provider changes to their pricing</u> and <u>the packages that you choose.</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
Supplier Approval Fee	Our actual costs and expenses incurred in evaluating the proposed supplier, plus a Supplier Approval Fee amounting to \$500 per inspection	Upon demand	You may recommend suppliers to us at any time; however, you must reimburse our costs and expenses in evaluating the proposed supplier and pay our Supplier Approval Fee if you request us to inspect and evaluate a proposed supplier.
Transfer Fee (4)	\$5,000, plus our actual	Before	This fee is on a per Studio basis.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Single-Unit Franchise

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$50,000	Wire	When Franchise Agreement is signed	Us
Leasehold Improvements ³	\$130,000 to \$294,967	As arranged	As required	Contractors and third-party suppliers (including General Contractor)
Furniture, Fixtures, Décor, and Equipment ⁴	\$20,500 to \$52,293	As arranged	As required	Approved Suppliers
Salon Layout, Architect, Engineer, Drawings, and Permits ⁵	\$10,125 to \$16,100	Check, or as arranged	As required	Approved suppliers, your architect and engineer
Professional Fees (first year)	\$1,450 to \$3,500	As arranged	As incurred	Your accountant, attorney, and other professionals
Business Licenses, Permits, etc. (first year)	\$2,750 to \$3,000	As agencies require	As agencies require	Applicable agencies
Initial Inventory ⁶	\$11,000 to \$20,975	Check, or as arranged	As incurred	Approved suppliers
Signage ⁷	\$9,393 to \$13,181	Check, or as arranged	As incurred	Approved suppliers
Technology Hardware, and POS Software ⁸	\$9,716 to \$13,575	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) ⁹	\$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
Pre-Opening Marketing (60 days prior to opening)	\$5,000 to \$10,000	As arranged	As incurred	Approved suppliers
Marketing (first three months post opening)	\$6,000 to \$15,000	As arranged	As incurred	Approved suppliers
Security Deposit and Lease Payment (first three	\$13,731 to \$20,408	Check or as arranged	As incurred	Landlord

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
months) ¹⁰				
Insurance Deposits and Premiums (first three months)	\$1,250 to \$3,000	As agent requires	Before opening	Insurance carriers
Additional Funds - (first three months) ¹¹	\$35,000 to \$50,000	As arranged	As incurred	Various
Grand Total	\$316,665 to \$586,499			

Multi-Unit Development (2-Pack or 3-Pack)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee	\$90,000 (2-Pack) \$120,000 (3-Pack)	Lump sum	Upon execution of Development Agreement	Us
Initial Investment to Open Initial/Single Salon ¹³	\$266,665 to \$536,499	Totals from Chart A of this Item 7 less the Initial Franchise Fee.		
Grand Total	\$356,665 to \$626,499 (2 Salons) \$386,665 to \$656,499 (3 Salons)	This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of two to three, as well as the estimated initial costs to open and begin operating your initial Salon for the first three months (as described more fully in the “Single Unit Franchise” chart above).		

Notes:

Note 1: The high and low ranges in the table are based on an average Salon. We recommend that salons have 6-9 beds. These fees are non-refundable unless otherwise noted.

Note 2. This figure represents the Initial Franchise Fee of \$50,000 if you enter into a Franchise Agreement for a single unit. The Development Fee is credited toward the full Initial Franchise Fee for each of the Franchise Agreements you will enter into for a multi-unit development deal for the right to develop multiple Salons.

Note 3. Our estimate for initial expenses for improvements assumes you will lease space for your Salon. Salons are generally located in commercial retail areas. Your landlord may provide “tenant improvement” credits that you can use to offset some of the costs of the leasehold improvements. Our figures above include actual tenant improvement allowances if applicable. Selection of your location and lease is crucial and we may make recommendations based on our experiences, to include possibly rejecting locations based on failure to fit standard criteria. In the event a franchisee insists on a specific location, we may require a Letter of Understanding or Release.

You will need to identify and employ a qualified licensed general contractor, who is acceptable to us, to construct the improvements to, or “build out,” the premises. The amount of your leasehold improvements

represented in the Franchise Agreement. Additional attendees at Initial Training will be charged at \$300/day.

Note 10. Based on our historical data and experience, landlords typically require security deposits in an amount equal to (one month's rent). We reserve the right to approve your location, and you must construct, remodel, alter and improve the location to our specifications. A typical studio will be located inside of or adjacent to a retail strip mall or shopping center, or, in the alternative, in urban storefronts. The size of a typical salon location will range from 1,000 to 1,500 square feet and the cost of leasehold improvements will vary depending upon factors such as size, condition of premises, and location. Monthly lease payments ranged from \$3,859 to \$6,000; however, many variables contribute to final lease terms such as location, size and type of space. You may be asked to pay your first months' rent in advance.

Note 11. In calculating these amounts, we used estimates based on the experience of the our franchised operating location(s) as well as the experience of our management team. These amounts are the total minimum recommended levels to cover operating expenses including your employees' salaries wages, and local marketing for three months. We do not offer direct or indirect financing. These amounts are the minimum recommended levels to cover operating expenses, including your employees' salaries for three months.

Note 12. This range represents the total estimated initial investment required to open the initial Salon you agreed to open and operate under the Development Agreement and does not include any of the costs you will incur in opening any additional Salons. All amounts are non-refundable unless otherwise noted.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved or Designated Suppliers

Salon Supplies

The integrity of our brand is directly related to our products and services. You must purchase from us, an affiliate or our designated suppliers, all products and supplies needed to provide Salon services including eyelash extensions, glue, eye pads, eyelash coloring and design products, and, if applicable, any other products that relate to our current or developing services. Currently, we are the supplier of these products and supplies.

Salon Retail Products Inventory

You must also purchase from us or from designated suppliers all private label cosmetics and skin care lines. Additional purchases you must make from us or from designated suppliers include any products or materials developed by or for us and/or which bear our trademarks ("Proprietary Products"). Included among our Proprietary Product is our private label cosmetics and skin care line ("Private Label Products") which you must also purchase from us. You must purchase and maintain the minimum level of inventory of our Proprietary Products as needed to meet the Salon's reasonably anticipated consumer demand. You must purchase all products and materials which bear any of our trademarks solely and exclusively from us, our affiliates, or from a producer, manufacturer, distributor or supplier we designate or approve.

If you purchase any items from us or our affiliates, we may derive profits from these purchases. Neither we, nor our affiliates, nor~~None of~~ our officers have~~has~~ an interest in any approved third-party suppliers, or a material interest in any publicly held suppliers of franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Table 2 – Revenue Comparison by Quartile

The following group of tables includes representations from 126 locations by quartile and includes all locations that operated for the entire Measurement Period. Excluded from this Table 2.1 are: (i) thirteen (13) franchised salons, nine (9) that closed during the Measurement Period, none of which closed after being open for less than 12 months; and (ii) four (4) ~~franchised salons~~ that opened during the Measurement Period. Locations that were operated by our affiliate at any point during the Measurement Period are indicated by an asterisk.

REVENUE COMPARISON - QUARTILE 1				
Salon	State	Open Date	Beds	Total Revenue
Salon 1	IL	4/1/2019	7	\$1,422,128
Salon 2	TX	11/26/2018	7	\$1,313,798
Salon 3	OR	10/1/2018	8	\$1,165,479
Salon 4	AR	9/10/2019	8	\$1,095,694
Salon 5	LA	10/14/2019	10	\$1,093,711
Salon 6	TN	9/28/2021	9	\$1,032,359
Salon 7	FL	7/23/2018	8	\$1,015,607
Salon 8	FL	10/26/2020	10	\$990,018
Salon 9	NV	2/18/2020	8	\$966,532
Salon 10	TX	10/10/2021	8	\$946,126
Salon 11	TX	1/28/2019	7	\$945,058
Salon 12	NC	6/3/2019	8	\$944,289
Salon 13	NM	8/6/2019	7	\$921,857
Salon 14	TX	12/7/2018	8	\$919,063
Salon 15	TX	1/30/2017	10	\$898,042
Salon 16	TX	5/7/2018	5	\$893,574
Salon 17	FL	7/23/2018	9	\$878,269
Salon 18	NV	7/23/2019	8	\$874,540
Salon 19	WA	8/6/2018	5	\$863,533
Salon 20	FL	2/18/2019	7	\$841,393
Salon 21	TN	8/27/2018	6	\$834,962
Salon 22	OH	6/25/2018	8	\$832,105
Salon 23	TX	5/6/2022	8	\$807,166
Salon 24	TX	1/22/2018	8	\$801,510
Salon 25	WA	8/27/2018	5	\$796,839
Salon 26	FL	11/11/2022	8	\$791,258
Salon 27	IN	9/3/2019	7	\$785,886
Salon 28	MI	6/18/2018	8	\$766,908
Salon 29	GA	4/1/2017	5	\$765,260
Salon 30	TX	5/25/2021	9	\$762,313
Salon 31	TX	1/21/2019	8	\$754,508
AVERAGE				\$926,445

REVENUE COMPARISON - QUARTILE 2				
Salon	State	Open Date	Beds	Total Revenue
Salon 1	MA	10/20/2018	7	\$737,583
Salon 2	MO	7/9/2018	6	\$726,606
Salon 3	GA	11/12/2018	8	\$724,862
Salon 4	FL	10/4/2018	8	\$721,851
Salon 5	CA	11/9/2018	5	\$686,452
Salon 6	CA	8/6/2019	6	\$672,736
Salon 7	KY	7/24/2018	6	\$666,770
Salon 8	OR	4/1/2021	8	\$662,530
Salon 9	OR	12/19/2018	7	\$657,965
Salon 10	TX	11/21/2017	5	\$650,333
Salon 11	CA	12/3/2018	7	\$628,160
Salon 12	TN	8/30/2021	9	\$627,303
Salon 13	FL	8/11/2020	8	\$622,393
Salon 14	TX	11/19/2018	6	\$615,703
Salon 15	PA	7/6/2020	6	\$614,508
Salon 16	NC	6/4/2019	6	\$614,262
Salon 17	MI	7/1/2017	5	\$602,479
Salon 18	MA	10/21/2019	8	\$585,997
Salon 19	MD	6/27/2023	9	\$585,517
Salon 20	MI	7/9/2018	8	\$577,129
Salon 21	CA	2/4/2019	7	\$573,184
Salon 22	TX	10/1/2008	5	\$570,852
Salon 23	NJ	1/26/2019	5	\$565,345
Salon 24	CA	9/10/2018	8	\$559,482
Salon 25	RI	12/17/2018	8	\$559,060
Salon 26	FL	2/24/2022	9	\$558,080
Salon 27	GA	9/26/2023	8	\$548,076
Salon 28	TX	12/20/2022	9	\$546,830
Salon 29	MI	10/20/2020	7	\$536,279
Salon 30	PA	6/23/2020	8	\$529,749
Salon 31	TX	12/17/2019	8	\$514,858
AVERAGE				\$614,288

Q4	32	\$283,730	\$301,429	\$391,590	\$107,379
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Substantiation of the data used in preparing this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation we do not make any financial performance representations. The Lash Franchise Holdings, LLC We also ~~does~~ not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting John Babcock, Brand President, The Lash Franchise Holdings, LLC, 550 Reserve Street, Suite 380, Southlake, Texas 76092(734) 678-0919, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For Years 2023 - 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	117	126	9
	2024	126	137	11
	2025	137	132	-5
Company Owned	2023	4	4	0
	2024	4	0	-4
	2025	0	0	0
Total Outlets	2023	121	130	9
	2024	130	137	7
	2025	137	132	-5

**Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 - 2025**

State	Year	Number of Transfers
California	2023	1
	2024	1
	2025	0
Colorado	2023	0
	2024	0
	2025	0
Florida	2023	0
	2024	0

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL 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.

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.

Item 5

Payment of the Initial Franchise Fee/Development Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Hawaii Department of Commerce and Consumer Affairs due to Franchisor's financial condition.

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.

are met independently without reference to these Additional Disclosures.

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 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.
5. Injunctive Relief. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J.
6. 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.

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.

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.

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.

FOR THE STATE OF NEW YORK

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

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

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been

convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

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

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

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

- ~~6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

- ~~7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the Rev. April 2, 2024 time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.~~

FOR THE STATE OF NORTH DAKOTA

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information replaces or supplements the corresponding disclosures in the main body of the text of the Franchise Disclosure Document and corresponding provisions of the Franchise Agreement:

Investment Law are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

FOR THE STATE OF RHODE ISLAND

1. Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to these Additional Disclosures.

FOR THE COMMONWEALTH OF VIRGINIA

~~1. Item 5 is supplemented by the following:~~

~~The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the Salon opens for business. This financial assurance requirement also requires that we defer your obligation to pay the Development Fee due under the Development Agreement until we have completed all of our pre-opening obligations to you under the first franchise agreement you execute in connection with the development agreement, and you have opened the first Salon for business.~~

~~1. 2.~~—In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for The Lash Franchise Holdings, LLC for use in the Commonwealth of Virginia shall be amended as follows:

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

FOR THE STATE OF WASHINGTON

~~The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.~~

~~1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.~~

~~2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.~~

~~3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state~~

- of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. ~~**General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).~~
 5. ~~**Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~
 6. ~~**Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~
 7. ~~**Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.~~
 8. ~~**Certain Buy Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.~~
 9. ~~**Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).~~
 10. ~~**Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).~~
 11. ~~**Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.~~
 12. ~~**Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.~~
 13. ~~**Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.~~
 14. ~~**Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under~~

- ~~RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.~~
- ~~15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~
- ~~16.2. **Questionnaires and Acknowledgments.** 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.~~
- ~~17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).~~
- ~~18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.~~
- ~~19. Item 5 of the Disclosure Document is supplemented by the following: In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until Franchisor has met all its pre-opening obligations under the agreement and Franchisee is open for business with respect to each such location.~~

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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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.

THE LASH FRANCHISE HOLDINGS, LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MARYLAND 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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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.

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 Franchisee 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 Franchise 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(e)(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.~~

7. ~~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.~~

8. ~~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.~~

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

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

FRANCHISOR _____

FRANCHISEE _____

THE LASH FRANCHISE HOLDINGS, LLC _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MINNESOTA 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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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.

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 Franchisee 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 Franchise 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.

7. 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.

8. 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.

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

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

FRANCHISOR

FRANCHISEE

THE LASH FRANCHISE HOLDINGS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MINNESOTA 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 The Lash Franchise Holdings, LLC (“Franchisor”), a Delaware 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.

1. ~~1.~~—Initial Fees. Payment of the Initial Franchise Fee will be deferred until the franchisee has commenced doing business. This financial assurance requirement was imposed by the Minnesota Department of Commerce due to Franchisor’s financial condition.
2. ~~2.~~—Notwithstanding anything to the contrary set forth in the Agreement, Franchisor will comply with Minn. Stat. Section 80C.12, Subd. 1(g), (the “Act”), which requires us to protect your right to use the trademarks, service marks and trade names and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of same.
3. ~~3.~~—Notwithstanding anything to the contrary set forth in the Agreement, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of the Agreement.
4. ~~4.~~—Notwithstanding anything to the contrary set forth in the Agreement, Franchisor will comply with Minn. Stat. Section 604.113 which limits charges for nonpayment due to insufficient funds to \$30.
5. ~~5.~~—Notwithstanding anything to the contrary set forth in the Agreement, any general release you are required to assent to shall not apply to any liability we may have under the Act.
6. ~~6.~~—Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibits the Franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
7. ~~7.~~—Minn. Stat. Section 80C.17. Notwithstanding anything to the contrary in the Franchise Agreement, to the extent that a claim is subject to Minnesota Statutes, Section 80C.15 Subd. 5, the statute shall control.
8. ~~8.~~—In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail.
9. ~~9.~~—Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.
10. 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.

{The Signature Page Follows}

VIRGINIA 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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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.

1. Under Section 13.1-564 of the Virginia Retail Franchising Act, (the “**Act**”), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

2. _____

~~2. As a condition to becoming registered to offer and sell franchises in the State of Virginia, we have agreed to defer your obligation to pay the Initial Franchise Fee, and the initial cosmetic inventory package fee (collectively the “**Initial Fees**”) until we have met our material pre opening obligations and you have commenced operation of the THE LASH LOUNGE® Salon (the “**Fee Deferral Requirement**”). Therefore, notwithstanding anything to the contrary in Sections 4.1., 6.5.2, and 7.5.2 of the Franchise Agreement, payment of the Initial Fees is due (a) at such time as when we have met all of our material pre opening obligations to you and you have commenced operation of the THE LASH LOUNGE® Salon, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner.~~

3. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

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

THE LASH FRANCHISE HOLDINGS, 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 The Lash Franchise Holdings, LLC (“Franchisor”), a Delaware 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 Development 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.

THE LASH FRANCHISE HOLDINGS, 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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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.

NORTH DAKOTA 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 Franchise Agreement (the “**Franchise Agreement**”) dated _____, by and between The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware limited liability company, with its principal office in Southlake, Texas, and _____ (“**you**” or “**Franchisee**”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law to the franchisor to require the franchisee to sign a general release upon renewal of the Development Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Development Agreement is deleted from Item 17(c), and any other place it appears in the Development Agreement.

The Commissioner has determined that any requirement for franchisees to consent to termination or liquidated damages is unfair, unjust, and inequitable within the intent of the North Dakota Franchise Investment Law. Any references requiring franchisees to consent to termination penalties or liquidated damages are deleted in the Development Agreement.~~Development Agreement.~~

Covenants not to compete such as those mentioned in Item 17 of the Franchise Disclosure Document and the Development Agreement are generally considered unenforceable in the State of North Dakota.

Under the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void. Any mediation or arbitration will be held at a site agreeable to all parties. The laws of North Dakota will govern any dispute.

The Development Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Development Agreement.

The Development Agreement requires franchisees to consent to a waiver of trial by jury. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Development Agreement.

The Franchise Disclosure Document and Development Agreement that franchisees must consent to the jurisdiction of courts in the State of Texas. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Development Agreement.

The Franchise Agreement requires franchisees to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply.

For North Dakota franchisees, the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys’ fees.

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

VIRGINIA 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 The Lash Franchise Holdings, LLC (“**Franchisor**”), a Delaware 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. Under Section 13.1-564 of the Virginia Retail Franchising Act, (the “**Act**”), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Development Agreement does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

2. _____

~~2. As a condition to becoming registered to offer and sell franchises in the State of Virginia, Franchisor has agreed to defer Developer’s obligation to pay the Development Fee until Franchisor has met all of its material pre-opening obligations under Developer’s initial Franchise Agreement with Franchisor and Developer has begun operation of its first THE LASH LOUNGE® Salon (the “**Fee Deferral Requirement**”). Therefore, notwithstanding anything to the contrary in Section 2 of the Development Agreement, payment of the Development Fee is due (a) at such time as when Franchisor has met all of its material pre-opening obligations to Developer under Developer’s initial Franchise Agreement and Developer have commenced operation of its first THE LASH LOUNGE® Salon, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner.~~

3. In the event of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall prevail.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

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

THE LASH FRANCHISE HOLDINGS, LLC

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

~~58.~~19. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until Franchisor has met all its pre-opening obligations under the agreement and Franchisee is open for business with respect to each such location.

20. Section 12.1 of the Franchise Agreement does not waive the rights of franchisees arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder.

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

THE LASH FRANCHISE HOLDINGS, LLC

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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:

State	Effective Date
California	<u>April 14, 2026</u> Pending
Hawaii	Pending
Illinois	<u>March 30, 2026</u> Pending
Indiana	Pending
Maryland	Pending
Michigan	<u>May 10, 2026</u> Pending
Minnesota	Pending
New York	Pending
North Dakota	<u>March 27, 2026</u> Pending
South Dakota	<u>March 28, 2026</u> Pending
Rhode Island	<u>May 6, 2026</u> Pending
Virginia	Pending
Washington	Pending
Wisconsin	<u>March 28, 2026</u> Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.