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| <ul style="list-style-type: none"> A. List of Agents for Service of Process/State Administrators B. Financial Statements C. Table of Contents of Operation Manual D. List of Franchisees E. Form of Franchise Agreement (including exhibits) F. Agreement to Be Bound and Guarantee G. Form of Principal, Director, and Officer Agreement H. Form of Manager and Employee Agreement I. Form of Preauthorization to Debit Funds J. Form of Addendum to Lease | <ul style="list-style-type: none"> K. Form of Development Agreement (including exhibits) L. General Release (Specimen) M. Franchise Disclosure Questionnaire N. Additional Disclosures Required by Certain State Laws O. State Effective Dates P. Receipts |
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Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets within One Year (1/1/26-12/31/26)	Projected New Company-owned Outlets within One Year (1/1/26-12/31/26)
Arizona	8	7	0
Arkansas	1	1	0
California	2	0	0
Idaho	2	1	0
Illinois	2	0	0
Michigan	2	0	0
Nevada	1	0	0
North Carolina	3	0	0
Texas	1	0	0
Total	22	9	0

Existing Company-owned Outlets as of December 31, 2025

None.

Franchisees who have not communicated with Franchisor during the Past Ten Weeks

None.

Active Franchisees and Franchisees that have had their Franchises Terminated, Cancelled, Not Renewed or Otherwise Ceased to do Business During Calendar Year 2025 are listed in Exhibit D.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the V's Barbershop System.

In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with V's Barbershops. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. To our knowledge, there are no trademark-specific franchisee organizations associated with the V's Barbershop System.



ITEM 21: FINANCIAL STATEMENTS

The audited financial statements for the periods ended December 31, 2025, December 31, 2024, and December 31, 2023, are attached to this Disclosure Document as Exhibit **DB**.



ITEM 22:CONTRACTS

Attached to this Disclosure Document as Exhibit:

- E - Franchise Agreement
- F - Guaranty and Agreement to Be Bound
- G - Principal, Director, and Officer Agreement
- H - Manager and Employee Agreement
- I - Preauthorization to Debit Funds
- J - Addendum to Lease
- K - Development Agreement
- L - A specimen of the General Release
- M - Franchisee Disclosure Questionnaire



ITEM 23:RECEIPT

At the end of this Disclosure Document are two copies of a Receipt. One should be signed by you and returned to us. You should keep the other for your files.



**Exhibit D
to Disclosure Document
List of Franchisees**

Name of Franchisee/ Contact Person	Address	Telephone Number
Southeast Barbers, LLC*+	3505 Professional Circle, Suite C, Martinez, GA 30907	(706) 364-2277
Idaho		
JBAM, LLC*+	150 South Ten Mile Road, Suite 130, Meridian, ID 83642	(208) 556-8859
Illinois		
EG-EH BAMBAM, LLC	1716 South Randall Road, Suite D4, Algonquin, IL 60102	(224) 333-0359
Indiana		
FCB Ventures, LLC	923 S. College Mall Road, Suite 921 A, Bloomington, IN 47401	(812) 332-4897
CRBW Ventures, LLC	11687 Ohio Road, Fishers IN 46037	(317) 845-8122
Michigan		
SCM One LLC	1859 East Buno Road, Miford, MI 48120	(734) 210-9310
JMJK, LLC*+	30995 Woodward Ave., Suite 420, Royal Oak, MI 48073	(248) 556-5363
Missouri		
Hammer Power Strong, LLC	2917 S. Main Street, Joplin MO 64804	(417) 621-0901
Minnesota		
Rocco Bela, LLC	999 Wildwood Road, White Bear Lake, MN 55115	(651) 219-5656
New Jersey		
CJVS24, LLC*	641 Shunpike Road, Ste 46, Chatham, NJ 07928	(973) 377-3900
Emmerica Enterprises, LLC*	1114 Washington Street, First Floor, Hoboken NJ 07030	(201) 942-9559
DLV Ventures, LLC*	389 Washington Blvd, Jersey City, NJ 07032	(201) 222-1233
Nevada		
Dapper G and Classy Lady, LLC*+	1190 East Silverado Ranch Blvd., Suite 120, Las Vegas, NV 89183	(702) 373-0603
Dapper G and Classy Lady, LLC*+	7825 Blue Diamond Road, Suite 103, Las Vegas, NV 89178	(702) 201-1212
North Carolina		
Mister Rogers Barbershop, LLC	302 Colonades Way, Bldg. D Ste 107, Cary, NC 27518	(919) 854-4900
ALT Investments, LLC*	380 Knollwood, Street, Suite C, Winston Salem, NC 27103	(336) 245-8461
Golden Barbershop, LLC+	7416 Waverly Walk Ave., Suite H-1B, Charlotte, NC 28277	(704) 246-6298
Oklahoma		
Ying Yang Corporation	13600 North Blackwelder Ave, Apt. 427, Oklahoma City, OK 73134	(405) 216-5000
Pennsylvania		
Fluid Bed Systems, LLC	5800 Peach Street, Unit 965, Erie, PA 16565	(814) 616-2300
South Carolina		
Blind Beagle Enterprises, LLC+	109 West Stone Avenue, Suite E-2, Greenville, SC 29609	(864) 412-8373
Texas		
JandE Barbershop, LLC	5152 Peach Willow Lane, Fort Worth, TX 76109	(817) 521-3762
V's Barbershop Frisco, LLC	10935 Rolater Road, #110, Frisco, TX 75035	(972) 987-5947
CG Business Ventures V2, LP*	2040 W. Gray, Suite 145, Houston TX 77019	(713) 527-4442
Carter Ashton Investments, LLC*	1560 Eldridge Parkway, Ste 174, Houston, TX 77077	(832) 230-0752
Burnett Ventures, Inc.*	6420 FM 1463 Road, Suite 300, Katy, TX 77494	(281) 346-8584
CG Business Ventures V1, LP*	1417 FM 1463, Suite 160, Katy, TX 77494	(281) 396-4653
JAR Capital, Inc.*	6845 Peek Road, Suite 220, Katy, TX 77493	(832) 437-0477

**Exhibit D
to Disclosure Document
List of Franchisees**

Name of Franchisee/ Contact Person	Address	Telephone Number
Washington		
Tristrong, LLC	1306 Kenoyer Drive, Bellingham WA 98229	(360) 224-9872

Franchisees who have signed Franchise Agreements but have not opened as of 12/31/2025

Name of Franchisee/ Contact Person	Address	Telephone Number
Arizona		
Ln A's Barbershop Journey, LLC	9796 West McDowell Road, Suite 140, Phoenix, AZ 85037	
DeVaudt S2, LLC+	978 N. 85th Place, Scottsdale, Arizona 85257	(928) 446-5609
DeVaudt S1, LLC+	978 N. 85th Place, Scottsdale, Arizona 85257	(928) 446-5609
DeVaudt S3, LLC	978 N. 85th Place, Scottsdale, Arizona 85257	(928) 446-5609
Fade Away, Inc.	22211 East Via Del Oro, Queen Creek, AZ 85142	(209) 712-6088
James 2:17, LLC	6815 East Camelback Road #7017, Scottsdale, AZ 85251	(480) 399-2223
TL Holdings, 1, LLC	3315 East Tina Drive, Phoenix, AZ 85050	480-220-3439
Batuk Naath, LLC	2870 South Tumbleweed Lane, Chandler, AZ 85286	928-550-2377
California		
MaVin Partners, Inc.*+	34412 Via Gomez, #A, Capistrano Beach, CA 92624	(760) 889-2848
615 AD, LLC*+	2683 Via de la Vale, Del Mar, CA 92014	(760) 753-4321
Idaho		
JBAM, LLC*+	12652 Rockledge Lane, Nampa, ID 83686	(208) 284-5181
JBAM, LLC*+	12652 Rockledge Lane, Nampa, ID 83686	(208) 284-5181
Illinois		
RG-EHBAMBAM, LLC	2054 Westridge Blvd., Geneva, IL 60103	(224) 595-8641
RG-EHBAMBAM, LLC	2054 Westridge Blvd., Geneva, IL 60103	(224) 595-8641
Michigan		
JMJK, LLC*+	1859 Dunham Drive, Rochester, MI 48306	(810) 560-3198
JMJK, LLC*+	1859 Dunham Drive, Rochester, MI 48306	(810) 560-3198
Nevada		
Dapper Gand Classy Lady, LLC*+	2904 La Mesa Drive, Henderson, NV 89014	(702) 306-8504
North Carolina		
Gold Barbershop, LLC	13009 Butters Way, Charlotte, NC 28277	(980) 266-1945
Gold Barbershop, LLC	Butters Way, Charlotte, NC 28277	(980) 266-1945
Gold Barbershop, LLC	13009 Butters Way, Charlotte, NC 28277	(980) 266-1945
South Carolina		
Blind Beagle Enterprises, Inc.*+	234 Northbrook Way, Greenville, SC 29615	(864) 412-8373
Blind Beagle Enterprises, Inc.*+	234 Northbrook Way, Greenville, SC 29615	(864) 412-8373
Texas		
KCPops, LLC	686 Knob Hill, Ct., Argyle, TX 76226	(404) 275-0242
ACH Barbershops, LLC	616 Vine Street, Argyle, TX 76226	(972) 757-7139

*Locations identified with an asterisk in each of the tables above are owned by franchisees that own and operate more than one (1) V's Barbershop.

**Exhibit D
to Disclosure Document
List of Franchisees**

+Locations identified by a plus in each of the tables above are designated area Developers.

The name, city and state and current business telephone number or if unknown, the last known home telephone number of every franchisee who has had an outlet transferred under the franchise agreement during the most recently completed fiscal year.

Name of Franchisee/ Contact Person	Address	Status	Telephone Number
Victor Contreras	1620 E Carter Rd, Phoenix, AZ 85042	AZ	480-708-6565
Randi Ross †	24010 Summit Woods Dr. Los Gatos, CA 95033 †	CA †	408-355-0501 †
Marla Hansen	463.5 E 23rd Ave., Bellingham, WA 98226	WA	360-224-9872
†	†	†	†

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under Franchise Agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

Name of Franchisee/ Contact Person	Address	Status	Telephone Number
PEWONGFU	32460 Crown Valley Parkway, Unit 312, Dana Point, California 92629, mkperry2014@gmail.com	Did not Renew	949-600-3036

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Exhibits

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**ADDENDUM TO FRANCHISE AGREEMENT FOR CALIFORNIA RESIDENTS AND
FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN CALIFORNIA
ONLY**

The Franchise Agreement, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee") is amended as follows:

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

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<u>V's BARBERSHOP FRANCHISE, LLC</u>	<u>FRANCHISEE</u>
<u>By:</u>	<u>By:</u>
<u>Diego Valenzuela</u>	<u>Name:</u>
<u>Managing Member & CEO</u>	<u>Title:</u>
<u>2320 W. Mission Lane, #3</u>	<u>Address:</u>
<u>Phoenix, Arizona 85021</u>	<u>_____</u>

¶

ADDENDUM TO FRANCHISE AGREEMENT FOR ILLINOIS RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN ILLINOIS ONLY

The Franchise Agreement, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee") is amended as follows:

2. Section 28(a) of the Franchise Agreement will be revised to read as follows:

This Agreement will be governed by, and construed and enforced in accordance with, the law of Illinois, regardless of any conflict-of-law provisions to the contrary.

3. Section 28(g) of the Franchise Agreement will be revised to read as follows:

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.

4. Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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.

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

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>By: _____</p> <p>Diego Valenzuela</p> <p>Managing Member & CEO</p> <p>2320 W. Mission Lane, #3</p> <p>Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p>
<p>V's BARBERSHOP FRANCHISE, LLC</p>	<p>FRANCHISEE</p>

By: _____
Diego Valenzuela
Managing Member & CEO
2320 W. Mission Lane, #3
Phoenix, Arizona 85021

By: _____
Name: _____
Title: _____
Address: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR INDIANA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN INDIANA ONLY

The Franchise Agreement, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee") is amended as follows.

1. Indiana law prohibits Franchisor from operating a substantially identical business to that conducted by Franchisee pursuant to that certain Franchise Agreement, dated as of the date hereof, by and between Franchisor and Franchisee within a reasonable area, regardless of the trade name used by Franchisor.
2. Indiana law prohibits Franchisor from requiring Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed pursuant to the Indiana Deceptive Franchise Practices Act or requiring any controversy between Franchisee and Franchisor to be referred to any person, if referral would be binding upon Franchisee. Such prohibition does not apply to arbitration before an independent arbitrator.
3. Indiana law prohibits Franchisor from limiting litigation brought for breach of the terms of the Franchise Agreement.
4. Indiana law may prohibit Franchisor from designating Arizona law to govern the Franchise Agreement. If it is so construed, Indiana law will govern the Franchise Agreement.
5. The Franchise Agreement contains a covenant not to compete. Indiana law prohibits Franchisor from requiring Franchisee to covenant not to compete with Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the Franchise Agreement or, in the absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>By: _____</p> <p>Diego Valenzuela</p> <p>Managing Member & CEO</p> <p>2320 W. Mission Lane, #3</p> <p>Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p>
<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>By: _____</p> <p>Diego Valenzuela</p>	<p>FRANCHISEE</p> <p>By: _____</p> <p>Name: _____</p>

Managing Member & CEO
2320 W. Mission Lane, #3
Phoenix, Arizona 85021

Title: _____
Address: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR MARYLAND RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MARYLAND ONLY

The Franchise Agreement, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee") is amended as follows:

1. The provisions of Section 37 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
2. The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. Pursuant to the Maryland Franchise Registration and Disclosure Law, arbitration or litigation arising out of the Franchise Agreement may be conducted in Maryland.
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.
5. 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 Development operators shall be deferred until the first franchise under the development agreement opens.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Section 31(b) of the Franchise Agreement is deleted in its entirety.
8. Section 37 "Acknowledgement of Franchisee" of the Franchise Agreement is deleted in its entirety.

The undersigned does hereby acknowledge receipt of this Rider. IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>By: <u>Diego Valenzuela</u> <u>Managing Member & CEO</u> <u>2320 W. Mission Lane, #3</u> <u>Phoenix, Arizona 85021</u></p>	<p>FRANCHISEE</p> <p>By: _____ Name: _____ Title: _____ Address: _____</p>
--	--

V's BARBERSHOP FRANCHISE, LLC¶

FRANCHISEE¶

By: _____¶

Diego Valenzuela¶
Managing Member & CEO¶
2320 W. Mission Lane, #3¶
Phoenix, Arizona 85021¶

By: _____¶

Name: _____¶
Title: _____¶
Address: _____¶
_____¶

ADDENDUM TO FRANCHISE AGREEMENT FOR MINNESOTA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MINNESOTA ONLY

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.¶

The Franchise Agreement, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee") is amended as follows:

1. The provisions of Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.440J prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota. In addition, nothing in this Franchise 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.
2. Section 28(c) of the Franchise Agreement is deleted.
3. Franchisor will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of this Franchise Agreement. Sections 15 and 16 will be amended as strictly necessary to comply with such provisions.

4. Minnesota Rule 2860.440D prohibits Franchisor from requiring Franchisee to sign a general release in connection with renewal or transfer of the franchise.
5. Section 8(e) of the Franchise Agreement will be subject to the provisions of Minnesota Statutes Section 80C.12(1)(g), which requires us to protect your right to use the Trademarks. Accordingly, such section will be modified to require Franchisor to protect Franchisee's right to use the Trademarks, as well as indemnify you for damages for which you are held liable in any lawsuit arising out of your use of the Trademarks in compliance with the Franchise Agreement, subject to the other conditions stated in said Section 8(e).
6. Section 28(i) of the Franchise Agreement, which provides for a two-year statute of limitations, will be subject to the provisions of Minnesota Statutes Section 80C.17(5), which provides for a three-year statute of limitations.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on 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. ¶

**ADDENDUM TO FRANCHISE AGREEMENT FOR NEW YORK ~~RESIDENTS~~
~~AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED AND SIGNED IN~~
~~NEW YORK ONLY~~**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN 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 CAN NOT 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:

With the exception of what is stated 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, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

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

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

3. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for a 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 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.

Receipts-- Any sale made must be in compliance with §-683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. §-683(8) et seq.), which describes the 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 earlier 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.

The undersigned does hereby acknowledge receipt of this Rider:

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

V's BARBERSHOP FRANCHISE, LLC

FRANCHISEE

By: _____
Diego Valenzuela
Managing Member & CEO
2320 W. Mission Lane, #3
Phoenix, Arizona 85021

By: _____
Name: _____
Title: _____
Address: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR VIRGINIA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN VIRGINIA ONLY

This Addendum (“Addendum”) to the Franchise Agreement is executed contemporaneously with the execution of the Franchise Agreement between Franchisor and Franchisee in order to amend and revise the Franchise Agreement as follows:

1. Sections 15(a) and 15(b) of the Franchise Agreement shall be amended by the addition of the following language:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement. 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 laws of Virginia, that provision may not be enforceable.

2. To the extent this Addendum shall be deemed inconsistent with any terms and conditions of said Franchise Agreement, the terms of this Addendum shall govern.

3. 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.

4. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia. ¶

5. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale. ¶

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

CALIFORNIA ADDENDUM TO DEVELOPMENT AGREEMENT

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

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

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<u>V's BARBERSHOP FRANCHISE, LLC</u>	<u>FRANCHISEE</u>
<u>By:</u> _____	<u>By:</u> _____
<u>Diego Valenzuela</u>	<u>Name:</u> _____
<u>Managing Member & CEO</u>	<u>Title:</u> _____
<u>2320 W. Mission Lane, #3</u>	<u>Address:</u> _____
<u>Phoenix, Arizona 85021</u>	_____

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ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee is amended as follows:

- 1. Sections 14(a) and (b) of the Development Agreement will be revised to read as follows:
 - (a) This Agreement will be governed by, and construed and enforced in accordance with, the law of Illinois, regardless of any conflict-of-law provisions to the contrary.
 - (b) 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.
- 2. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void.
- 3. Your rights upon termination and non-renewal are set forth in the Section 19 and 20 of the Illinois Franchise Disclosure Act.
- 4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<u>V's BARBERSHOP FRANCHISE, LLC</u>	<u>FRANCHISEE</u>
By: _____	By: _____
<u>Diego Valenzuela</u>	Name: _____
<u>Managing Member & CEO</u>	Title: _____
<u>2320 W. Mission Lane, #3</u>	Address: _____
<u>Phoenix, Arizona 85021</u>	_____

V's BARBERSHOP FRANCHISE, LLC

¶

¶

By: _____

Diego Valenzuela

Managing Member & CEO

2320 W. Mission Lane, #3

Phoenix, Arizona 85021

FRANCHISEE

¶

¶

By: _____

Name: _____

Title: _____

Address: _____

**INDIANA ADDENDUM TO DEVELOPMENT AGREEMENT ~~FOR INDIANA A~~
RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN
INDIANA ONLY**

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

1. Indiana law prohibits Franchisor from requiring Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed pursuant to the Indiana Deceptive Franchise Practices Act or requiring any controversy between Franchisee and Franchisor to be referred to any person, if referral would be binding upon Franchisee. Such prohibition does not apply to arbitration before an independent arbitrator.
2. Indiana law prohibits Franchisor from limiting litigation brought for breach of the terms of the Development Agreement.
3. Indiana law may prohibit Franchisor from designating Arizona law to govern the Multi- Unit Agreement. If it is so construed, Indiana law will govern the Development Agreement.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____ ¶</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____ ¶</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

MARYLAND ADDENDUM TO DEVELOPMENT AGREEMENT ~~FOR MARYLAND RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MARYLAND ONLY~~

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

1. That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:
2. The provisions of Section 23 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
3. Sections 16 "Construction" and 30 "Acknowledgement" of the Development Agreement are deleted in their entirety.
4. Pursuant to the Maryland Franchise Registration and Disclosure Law, litigation arising out of the Development Agreement may be conducted in Maryland.
5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.
6. 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 Development operators shall be deferred until the first franchise under the development agreement opens.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

V's BARBERSHOP FRANCHISE, LLC	FRANCHISEE
¶	¶
¶	¶
By: _____	By: _____
_____	Name: _____
Diego Valenzuela	_____
Managing Member & CEO	Title: _____
2320 W. Mission Lane, #3	

Phoenix, Arizona 85021

V's BARBERSHOP FRANCHISE, LLC

By: _____

Diego Valenzuela
Managing Member & CEO
2320 W. Mission Lane, #3
Phoenix, Arizona 85021

Address: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Address: _____

**ADDENDUM TO DEVELOPMENT AGREEMENT FOR MINNESOTA RESIDENTS
AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MINNESOTA
ONLY**

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.¶

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **V's BARBERSHOP FRANCHISE, LLC**, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

1. The provisions of Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.440J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Development 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.
2. 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.
3. Section 14(c) of the Development Agreement will be deleted. The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p>
<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p>

**~~NEW YORK~~ ADDENDUM TO DEVELOPMENT AGREEMENT ~~FOR NEW YORK~~
~~RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN~~
~~NEW YORK ONLY~~**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN 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 CAN NOT 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.

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

With the exception of what is stated 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, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive

or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for a 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 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.

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 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 earlier 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.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

V's BARBERSHOP FRANCHISE, LLC	FRANCHISEE
¶	¶
¶	¶
By: _____	By: _____
Diego Valenzuela	Name: _____
Managing Member & CEO	_____
2320 W. Mission Lane, #3	Title: _____
Phoenix, Arizona 85021	_____

Address: _____

V's BARBERSHOP FRANCHISE, LLC

By: _____

Diego Valenzuela
Managing Member & CEO
2320 W. Mission Lane, #3
Phoenix, Arizona 85021

FRANCHISEE

By: _____

Name: _____

Title: _____

Address: _____

NORTH DAKOTA ADDENDUM TO DEVELOPMENT AGREEMENT ~~FOR NORTH DAKOTA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN NORTH DAKOTA ONLY~~

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between V's BARBERSHOP FRANCHISE, LLC, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

- Section 14 of the Development Agreement is subject to the following: (a) litigation may be conducted in North Dakota, (b) North Dakota law will govern the Development Agreement and (c) paragraph (c) will be deleted.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>V's BARBERSHOP FRANCHISE, LLC</p> <p>¶ ¶</p> <p>By: _____</p> <p>Diego Valenzuela Managing Member & CEO 2320 W. Mission Lane, #3 Phoenix, Arizona 85021</p>	<p>FRANCHISEE</p> <p>¶ ¶</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

VIRGINIA ADDENDUM TO DEVELOPMENT AGREEMENT FOR VIRGINIA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN VIRGINIA ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between V's BARBERSHOP FRANCHISE, LLC, an Arizona limited liability company ("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

1. The following language is added to the Development Agreement.

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

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

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

<p><u>V's BARBERSHOP FRANCHISE, LLC</u></p> <p>By: _____</p> <p><u>Diego Valenzuela</u> <u>Managing Member & CEO</u> <u>2320 W. Mission Lane, #3</u> <u>Phoenix, Arizona 85021</u></p>	<p><u>FRANCHISEE</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p>
<p><u>V's BARBERSHOP FRANCHISE, LLC</u></p> <p>By: _____</p> <p><u>Diego Valenzuela</u> <u>Managing Member & CEO</u> <u>2320 W. Mission Lane, #3</u></p>	<p><u>FRANCHISEE</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Phoenix, Arizona 85021

Address:

**FOR CALIFORNIA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL
BE LOCATED IN CALIFORNIA ONLY**

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAY PRIOR TO EXECUTION OF AGREEMENT.

The Franchisor's web address is: www.vbarbershop.com

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

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.

COVER PAGE, RISK FACTOR:

Spousal Liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

ITEM 3, LITIGATION.

The following statement is added to Item 3:

Neither Franchisor nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such parties from membership in such association or exchange.

conduct arbitration at a location outside the State of Michigan.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This paragraph does not prevent a franchisor from exercising the right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This paragraph does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third-party willing and able to purchase those assets, nor does this paragraph prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in paragraph 3 above.

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Consumer Protection Division of the Department of the Attorney General, whose address is 70 Law Building, Lansing, Michigan 48913, and whose telephone number is (517) 373-7117.

**FOR MINNESOTA RESIDENTS AND
FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MINNESOTA ONLY**

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.¶

Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.440J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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

With respect to franchises governed by Minnesota law, Minnesota Statutes Section 80C.12(1)(g) requires us to protect your right to use the Trademarks. Accordingly, Item 13 of the Disclosure Document and comparable provisions of the Franchise Agreement will be modified to require us to protect your right to use the Trademarks, as well as indemnify you for damages for which you are held liable in any lawsuit arising out of your use of the Trademarks in compliance with the Franchise Agreement.

Minnesota Statutes Section 80C.17(5) which provides for a three-year statute of limitations, which will supersede Section 28(i) of the Franchise Agreement.

With respect to franchises governed by Minnesota law, V's will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4 and 5, which require, except in certain specified cases, 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.

Minnesota Rule 2860.440D prohibits us from requiring you to sign a general release in connection with renewal or transfer of the franchise.

Minnesota Rule 2860.4400J prohibits us from enforcing the liquidated damages provision of the Franchise Agreement.

~~**FOR NEW YORK RESIDENTS AND STATE ADDENDUM TO FDD
FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN NEW YORK ONLY¶
REQUIRED BY THE STATE OF NEW YORK¶**~~

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

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 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 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 earlier 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 NORTH DAKOTA RESIDENTS AND

FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN NORTH DAKOTA ONLY

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring you to sign a general release in connection with renewal of the franchise.

The restrictive covenant contained in Section 10 of the Franchise Agreement and Exhibits I (Principal, Director, and Officer Agreement) and I (Manager and Employee Agreement) may be unenforceable in the State of North Dakota.

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring litigation to be conducted outside North Dakota. Accordingly, litigation may be conducted in North Dakota.

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring Arizona law to govern the Franchise Agreement. Accordingly, North Dakota law will govern the Franchise Agreement

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring you to waive your right to a jury trial or your right to seek or collect punitive, consequential, and special

damages.

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring you to consent to liquidated damages.

Section 51-19-09 of the North Dakota Franchise Investment Law prohibits us from requiring you to waive damages in connection with or resulting from the wrongful issuance of an injunction.

**FOR RHODE ISLAND RESIDENTS AND
FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN RHODE ISLAND
ONLY**

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 application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**FOR VIRGINIA RESIDENTS AND
FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN VIRGINIA ONLY**

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

Additional Disclosure: The following statements are added to Item 17.h:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise 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.”

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.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia. ¶

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale. ¶

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: 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	Pending
Illinois	Pending April 8, 2026
Indiana	Pending
Maryland	Pending
Minnesota	Pending
New York	Pending
Virginia	Pending
Washington	Pending
Wisconsin	4/7/ April 7, 2026

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.