



Lathrop GPM LLP  
lathropgpm.com

80 South Eighth Street  
3100 IDS Center  
Minneapolis, MN 55402  
Main: 612.632.3000

**Liz Dillon**  
Partner  
Liz.Dillon@lathropGPM.com  
612.632.3284

January 26, 2026

Mr. Geoff Spray  
Minnesota Department of Commerce  
85 – 7<sup>th</sup> Place East  
Suite 280  
St. Paul, Minnesota 55101-2198

**VIA ELECTRONIC FILING  
AND FEDERAL EXPRESS**

Re: Franchise Registration Amendment Application for:  
DB Franchise, LLC  
File No. F-9578

Dear Mr. Spray:

Enclosed please find a check in the amount of \$100.00 for your fees. Please note that the following materials were filed electronically in connection with the franchise registration amendment application of the above-referenced franchisor:

1. Uniform Franchise Registration Application; and
2. One red-lined copy of the revised FDD showing those pages with changes.

We are also enclosing the confirmation page from the Minnesota Department of Commerce's website showing the submission of the filing of the above-mentioned documents.

If you have any questions or comments regarding this amendment application, please feel free to contact me.

Very truly yours,

Elizabeth S. Dillon

ESD/mdr  
Enclosures

**UNIFORM FRANCHISE REGISTRATION APPLICATION**

File No. F-9578  
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota

Fee: \$100

**APPLICATION FOR (Check only one):**

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES
- RENEWAL APPLICATION OR ANNUAL REPORT
- PRE-EFFECTIVE AMENDMENT
- POST-EFFECTIVE MATERIAL AMENDMENT

**1. Full legal name of Franchisor:**

DB Franchise, LLC

**2. Name of the franchise offering:**

Drybar

**3. Franchisor's principal business address:**

1890 Wynkoop Street, Unit 1, Denver, CO 80202

**4. Name and address of Franchisor's agent in this State authorized to receive service of process:**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 – 7<sup>th</sup> Place East, Suite 280  
St. Paul, MN 55101

**5. The states in which this application is or will be shortly on file:**

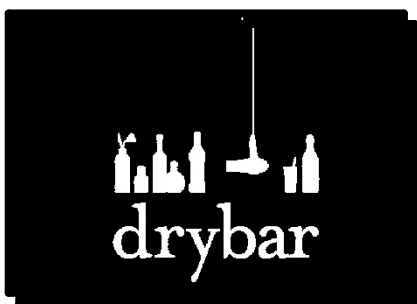
California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

**6. Name, address, telephone and facsimile numbers, and email address of person to whom communications regarding this application should be directed:**

Liz Dillon, Lathrop GPM LLP, 3100 IDS Center, 80 S. Eighth St., Minneapolis, MN 55402, Telephone: (612) 632-3284, Fax: (612) 632-4284, Liz.Dillon@lathropGPM.com



## FRANCHISE DISCLOSURE DOCUMENT



DB Franchise, LLC  
(A Delaware limited liability company)  
1890 Wynkoop Street, Unit 1  
Denver, CO 80202  
(303) 663-0880  
[www.drybarshops.com](http://www.drybarshops.com)  
[info@drybarshops.com](mailto:info@drybarshops.com)

You will operate an upscale shop offering hairstyling services in a spa-like setting and at off-site locations under the trade name and service mark DRYBAR®.

The estimated investment necessary to begin operation of a Drybar Shop franchised business is \$409,979 to \$1,029,249. This includes \$122,124 to \$127,124 that must be paid to the franchisor or its affiliate(s).

The estimated initial investment necessary to develop two or more Shops under our form of Area Development Agreement depends on the number of franchises that we grant you the right to open. By way of example, the estimated initial investment associated with acquiring the right to develop three Shops pursuant to an Area Development Agreement and necessary to begin operations of the first of those Shops ranges from \$464,979 to \$1,084,249, which includes: (a) a Development Fee amounting to \$105,000 payable to us upon signing, and (b) the initial investment to begin operations of the initial franchised Shop you are required to develop within your Development Area.

This disclosure document summarizes certain provisions of your franchise agreement, and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact DB Franchise, LLC's Legal Department at 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880.

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

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

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

Issuance Date: March 27, 2025, as amended January 23, 2026.

(iv) 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.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision 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 subdivision 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 subdivision (c).

(i) 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.**

If the franchisee has any questions regarding this notice, those questions should be directed to:

State of Michigan Department of Attorney General  
~~Consumer Protection~~ Corporate Oversight Division, Franchise Unit Section  
G. Mennen Williams Building, 75<sup>th</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone: (517) 335-7567

## ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

### The Franchisor

To simplify the language in this Franchise Disclosure Document (“Disclosure Document”), “we,” “us,” “our,” “Franchisor,” or “Drybar” means DB Franchise, LLC, the franchisor. “You,” “your,” or “Franchisee” means the person or legal entity (including an individual, corporation, partnership, limited liability company or other legal entity, and its owners, officers, and directors) buying the franchise. If you are a legal entity, your direct and indirect owners will have to guarantee your obligations and be bound by the provisions of the franchise agreement and other agreements as described in this Disclosure Document.

We are a limited liability company formed in the State of Delaware on January 29, 2021. Our principal business address is 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202. We conduct business under our company name and its sole d/b/a “Drybar” and no others.

### Our Business Activities

*Franchise Program.* We sell franchises for the operation of upscale shops (“Shops”) that offer blow-dry hairstyling services provided in inviting settings and at off-site locations, such as residences, corporate offices, hotels, and private event venues. Shops are not full-service hair salons; Shops do not offer haircuts or coloring. The Drybar franchise system is sometimes referred to as the “Franchise System.”

We will enter into the franchise agreement attached as Exhibit B (the “Franchise Agreement”), which will grant to you a license to use the service mark “Drybar” for the purpose of owning and operating a Shop.

If we offer you the right to enter into an Area Development Agreement (the “Area Development Agreement”), you will acquire a specified number of franchises and open, according to a specified schedule (the “Development Schedule”), a corresponding number of Shops, each under a separate Franchise Agreement, within a specifically described geographic territory (the “Development Area”). The form of Area Development Agreement you would sign is attached as Exhibit C to this Disclosure Document. For each Shop you develop, you must sign our then-current form of Franchise Agreement, which may be different than the form we were using when you signed the Area Development Agreement.

Currently, we do not directly own or operate any Shops. As further explained in the section marked “Predecessor” below, we have offered franchises in the line of business disclosed in this Disclosure Document since February 2021, and we have not offered franchises in any other line or business or conducted any other business. As of December 31, 2024, there were 176 Drybar franchise shops in the United States, six franchised shops in the United Kingdom and one franchised shop in Saudi Arabia.

### Our Parents, Predecessors and Affiliates

*Parents.* Our parent is Pomp Holdings, LLC (“PH”), which is wholly owned by Steele Pomp Investment, LLC (“Steele Pomp”). Steele Pomp is owned by the following: ~~KSL Capital Partners V, L.P.; KSL Capital Partners V-A, L.P.; KSL Capital Partners V-FF, L.P.~~ Transom Bloom Buyer, LLC, Transom Bloom Intermediate II, LLC, Transom Bloom Intermediate I, LLC, Transom Bloom Holdings, LP, Transom Bloom DB Holdco, Inc.P., and Steele Pomp (Alternative) Transom Bloom Topco, L.P.LP, which are our ultimate parents (collectively “Transom Entities”).

Our affiliate, Wellness and Vitality Exchange, LLC (“WAVE”), is a distributor of certain products and equipment to Drybar franchisees and those of our affiliated brands.

Lastly, our affiliate, WellBiz Brands, Inc. provides certain management services to us pursuant to a management services agreement.

The principal business address for PH, Steele Pomp, and the affiliates described in this Item 1 is 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202. The principal business address for the ~~remaining parent companies~~ Transom Entities described in this Item 1 is ~~100 Fillmore Street North Pacific Coast Highway, Suite 600, Denver, Colorado 80206~~ 1725, Denver, Colorado 80206 El Segundo, California 90245. Other than as described above, none of our parent companies, nor any affiliates required to be disclosed in this Item 1 directly offers franchises in any line of business or otherwise conducts business of the type being offered to you in this Disclosure Document.

### Description of the Franchised Business

The DRYBAR® concept traces its roots to 2008, when the brand’s founder, Allison Webb, began providing in-home hair styling services, on a strictly referral basis, in the West Los Angeles area. The concept quickly gained popularity. In February 2010, the first Drybar Shop opened in Brentwood, California, with the vision of creating an inviting, relaxing, and fun environment where women can pamper themselves and get a fantastic, reasonably priced blow-dry style in about 45 minutes. Drybar Franchising LLC began offering franchises in April 2012.

We grant to each franchisee a license to use the “Drybar” service mark, together with other trademarks, service marks, and commercial symbols (collectively, the “Marks”) for use in identifying and operating the Shop. You will sell and provide various forms of blow-dry hairstyling services, as well as any related services and products that may be offered in the future. You will operate the Shop according to our mandatory specifications, standards, operating procedures, and rules (“System Standards”). The distinguishing characteristics of the Franchise System include the business formats, business system, methods, procedures, signs (and together with other fixtures, furniture, equipment, and required computer hardware and software (the “Operating Assets” as further explained in Item 8)), designs, layouts, standards, specifications, the Operations Manual (as defined in Item 11) and Marks, all of which we may improve, further develop, or otherwise modify from time to time.

Our Franchise System includes a strong brand image, education and training programs, blow-dry hair styling procedures, customer service standards and procedures, membership programs, gift certificate programs, advertising and marketing specifications and requirements, and other System Standards that we designate for developing, operating, and managing a DRYBAR® Shop, all of which we may change, improve, and further develop. A typical Shop will be located in an upper-middle class (or higher) retail center, will house 8 to 12 chairs, and have 1,100 to 2,200 square feet. These are considered to be “traditional Shops”. We also may grant franchises to operate DRYBAR® Shops in locations like hotels or private clubs which are “non-traditional Shops”. In some instances, non-traditional Shops may have less chairs than a traditional Shop.

Ms. Clark has been our Chief Executive Officer, and has held the same position ~~at WellBiz and~~ with our affiliates, since March 2024 in Denver, Colorado. From February 2020 until March 2024, Ms. Clark held various roles with Papa John's Franchising, LLC in Atlanta, Georgia, including most recently as Chief Operating Officer for International from September 2023 to March 2024. From February 2019 to February 2020, Ms. Clark served as the Executive Vice President for Restaurant Experience for Taco Bell, Inc. in Irvine, California.

**Ankin Laysha, Chief Operating Officer**

Ms. Laysha has been our Chief Operating Officer, and has held the same position ~~at WellBiz and~~ with our affiliates since March 2023 in Denver, Colorado. From September 2019 to February 2023, Ms. Laysha served as Senior Director of Strategy and Design for 24 Hour Fitness in Carlsbad, California. From July 2016 to September 2019, Ms. Laysha served as an Engagement Manager for McKinsey & Company in Los Angeles, California.

**Kristin Brink, Chief Financial Officer**

Ms. Brink has been our Chief Financial Officer since January 2025 in Denver, Colorado. From July 2022 to December 2024, Ms. Brink served as VP Finance/CFO & VP IT for La Terra Fina in Union City, California. From December 2005 to July 2022, Ms. Brink served as Managing Director, Finance for The Clorox Company in Oakland, California.

**Elyse Blouin, Chief Marketing Officer**

Ms. Blouin has been our Chief Marketing Officer since August 2024 in Denver, Colorado. Ms. Blouin held various roles for Lowe's Home Improvement in Mooresville, North Carolina, including Sr. Director, Media & Personalization from February 2021 to May 2022, and Sr. Director, Digital Marketing from July 2019 to January 2021.

**Amanda Clayton Millikan, VP, Real Estate & Construction**

Ms. Millikan has been our VP, Real Estate & Construction since December 2024 in Denver, Colorado. From November 2022 to December 2024, Ms. Millikan served as SVP, Development for Bonchon Korean Fried Chicken in Dallas, Texas. From July 2021 to October 2022, Ms. Millikan served as Head of Franchise Development for Yogurtland in Farmers Branch, Texas. From September 2020 to June 2021, Ms. Millikan served as Chief Development Officer for WoodHouse in Dallas, Texas. From July 2015 to March 2020, Ms. Millikan served as Chief Strategy Officer for Which Wich Superior Sandwiches in Dallas, Texas.

**James Franks, VP, Head of Franchise Growth**

Mr. Franks has been our VP, Head of Franchise Growth since March 2025 in Denver, Colorado. From November 2019 to March 2025, Mr. Franks served as Vice President of Franchise Recruiting at Unleashed Brands – Unleashed Services LLC in Bedford, Texas.

**ITEM 3. LITIGATION**

~~*Kathleen Martin et al. v. Radiant Waxing Franchise, LLC, WellBiz Brands, Inc., Steele Pomp LLC, Lunchbox Franchise, LLC, and Jeremy Morgan* (filed on October 19, 2023; District Court, City and County of Denver, State of Colorado, Case No. 2023CV033083). A group of franchisees filed a consolidated complaint against Defendants alleging breach of the franchise agreements, tort claims,~~

~~equitable claims, and a consumer protection act claim arising out of (i) RWF's acquisition of the LunchboxWax franchise system and subsequent changes to the system; and (ii) RWF's handling of monies paid into the Brand and System Development Fund. In a series of pretrial orders, the Denver District Court dismissed the franchisees' tort claims entirely and substantially limited the franchisees' contract and equitable claims, as well as their consumer protection act claim. For their remaining claims, the franchisees seek compensatory, economic, consequential, and incidental damages; rescission of the franchise agreements; declaratory relief; and attorneys' fees and costs. RWF has asserted counterclaims against certain of the franchisees alleging breach of the franchise agreements. Trial is set for May 2025.~~

~~Other than as described above, no~~

No litigation is required to be disclosed in this Item.

#### **ITEM 4. BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5. INITIAL FEES**

**Initial Franchise Fee.** Unless you are signing a Franchise Agreement under an Area Development Agreement, when you sign a Franchise Agreement to develop a single Shop, you must pay us an initial franchise fee (the "Initial Franchise Fee") of \$50,000. You must pay the Initial Franchise Fee as a lump sum by wire transfer. The Initial Franchise Fee is fully earned by us when paid by you, and is not refundable.

**Development Fee.** If we grant you the right to develop two or more Shops under an Area Development Agreement, you must pay us a one-time development fee (the "Development Fee") upon executing your Area Development Agreement. Your Development Fee will depend on the number of Shops we grant you the right to develop within the Development Area and is calculated as follows:

- (1) \$100,000 if you sign an Area Development Agreement in which you agree to develop two Shops;
- (2) \$35,000 multiplied by each Shop you agree to develop if you sign an Area Development Agreement in which you agree to develop three to five Shops;
- (3) \$30,000 multiplied by each Shop you agree to develop if you sign an Area Development Agreement in which you agree to develop six to nine Shops; and
- (4) \$25,000 multiplied by each Shop you agree to develop if you sign an Area Development Agreement in which you agree to develop 10 or more Shops.

**PUERTO RICO ADDENDUM TO DB FRANCHISE, LLC**  
**DISCLOSURE DOCUMENT**

This Addendum relates to franchises sold in Puerto Rico. The disclosure document is amended as follows:

1. Item 1. You are responsible for reviewing and must comply with all laws, rules and regulations governing the operation of the Shop in your Protected Area, and obtain all permits and licenses necessary to operate the Shop.

2. Item 7. The estimated initial investment chart in Item 7 reflects estimates for franchised Drybar Shops based in the United States (excluding United States territories). Your estimated initial investment will likely differ from the amounts represented in that chart.

3. Item 11. You may receive a lesser benefit from the Brand Marketing Fund because the bulk of our advertising and marketing efforts from the Brand Marketing Fund will be concentrated in the United States.

4. Item 17. Item 17(g) and (h) are revised to reflect that any event of default described in those items are presumptively deemed to adversely and substantially affect our interests, and that your failure to comply with the requirements or obligations giving rise to the breach are essential obligations of the Franchise Agreement.

5. Item 20. There currently are no Drybar Shops in Puerto Rico.

**PUERTO RICO ADDENDUM TO DB FRANCHISE, LLC**  
**FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Puerto Rico. The Franchise Agreement is amended as follows:

1. No Translation Duty. The Franchise Agreement is amended to add Section 4.L. as follows:

We will provide this Agreement, reports and other communications, and all services hereunder in the English language and will not have a duty to provide any translation or interpreter services for you or any of your personnel.

2. Advertising. Section 9.D. of the Franchise Agreement is amended to provide that you acknowledge and agree that you may receive lesser benefit from the Brand Marketing Fund because the Shop is located outside of the United States where the bulk of our advertising and marketing efforts from the Brand Marketing Fund will be concentrated.

3. Default and Termination. Section 14.B. of the Franchise Agreement is amended to provide that you acknowledge and agree that any event of default described in Section 14.B. of the Franchise Agreement is presumptively deemed to adversely and substantially affect our interests, and that your failure to comply with the requirements or obligations giving rise to the breach are essential obligations of the Franchise Agreement.

4. Arbitration. Section 17.F. of the Franchise Agreement is amended to provide that any arbitration proceedings must be conducted in the English language.

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced with its terms. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Franchise Agreement.

FRANCHISOR:  
DB FRANCHISE, LLC,  
a Delaware limited liability company

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_

<b>STATE</b>	<b>STATE ADMINISTRATOR</b>	<b>AGENT FOR SERVICE OF PROCESS</b>
<b>CALIFORNIA</b>	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559 (866) 275-2677	Commissioner of Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677
<b>FLORIDA</b>	Dept. of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0900 (850) 245-6000	Same
<b>HAWAII</b>	Dept. of Commerce & Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Dept. of Commerce & Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
<b>ILLINOIS</b>	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Same Address
<b>INDIANA</b>	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 302 West Washington Street, Room E 018 Indianapolis, IN 46204 (317) 232-6531
<b>KENTUCKY</b>	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 (502) 696-5389	Same
<b>MARYLAND</b>	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner Same Address
<b>MICHIGAN</b>	Michigan Dept. of Attorney General <del>Consumer Protection</del> <u>Corporate Oversight</u> Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Bldg., 4 <sup>th</sup> 5 <sup>th</sup> Floor Lansing, MI 48913 (517) 373-7117	Michigan Dept. of Attorney General Same

<b>STATE</b>	<b>STATE ADMINISTRATOR</b>	<b>AGENT FOR SERVICE OF PROCESS</b>
<b>MINNESOTA</b>	Minnesota Dept. of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Same Address
<b>NEBRASKA</b>	Dept. of Banking & Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68505-2732 P.O. Box 95006 Lincoln, NE 68509-5006 (402) 471-2171	Same
<b>NEW YORK</b>	New York State Dept. of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 Phone: (212) 416-8236 Fax: (212) 416-6042	New York Secretary of State New York Dept. of State One Commerce Plaza 99 Washington Avenue, 6 <sup>th</sup> Floor Albany, NY 12231-0001 (518) 473-2492
<b>NORTH DAKOTA</b>	North Dakota <u>Insurance &amp; Securities Dept.</u> 600 East Boulevard Avenue <u>State Capitol, 14<sup>th</sup> Floor, Dept. 414401</u> Bismarck, ND <del>58505-0510</del> <u>58505</u> Phone: (701) <del>328-4712</del> <u>328-2910</u>	North Dakota <del>Securities</del> <u>Insurance</u> Commissioner Same Address
<b>RHODE ISLAND</b>	Dept. of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex – Bldg. 68-2 Cranston, RI 02920 (401) 222-3048	Director, Dept. of Business Regulation, Securities Division Same Address
<b>SOUTH DAKOTA</b>	Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Department of Labor and Regulation Division of Insurance – Securities Regulation Same Address
<b>TEXAS</b>	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 (512) 475-1769	Same
<b>UTAH</b>	Utah Dept. of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 Phone: (801) 530-6601 Fax: (801) 530-6001	Same

## State Effective Dates

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

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

<b>State</b>	<b>Effective Date</b>
California	March 27, 2025 <u>As amended: January 23, 2026</u>
Hawaii	April 4, 2025 <u>As amended: Pending</u>
Illinois	March 27, 2025 <u>As amended: January 23, 2026</u>
Indiana	April 2, 2025 <u>As amended: Pending</u>
Maryland	See separate FDD
Michigan	March 27, 2025 <u>As amended: January 23, 2026</u>
Minnesota	April 17, 2025 <u>As amended: Pending</u>
New York	March 27, 2025 <u>As amended: January 23, 2026</u>
North Dakota	March 28, 2025 <u>As amended: Pending</u>
Rhode Island	March 29, 2025 <u>As amended: Pending</u>
South Dakota	March 30, 2025 <u>As amended: January 23, 2026</u>
Virginia	May 14, 2025 <u>As amended: Pending</u>
Washington	See separate FDD
Wisconsin	March 28, 2025 <u>As amended: Pending</u>

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

**RECEIPT  
(OUR COPY)**

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

If DB Franchise, LLC, offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DB Franchise, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit F.

The franchisor is DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____
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Issuance Date: March 27, 2025, as amended January 23, 2026.

See Exhibit F for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated March 27, 2025, as amended January 23, 2026, that included the following Exhibits:

- |                                                     |                                                              |
|-----------------------------------------------------|--------------------------------------------------------------|
| Exhibit A - State Addenda and Agreement Riders      | Exhibit F - State Agencies and Agents for Service of Process |
| Exhibit B - Franchise Agreement and Exhibits        | Exhibit G - Agreement and Conditional Consent to Transfer    |
| Exhibit C - Area Development Agreement and Exhibits | Exhibit H - Form of Renewal Addendum                         |
| Exhibit D1 - List of Franchisees                    | Exhibit I - Operations Manual Table of Contents              |
| Exhibit D2 - Franchisees Who Left the System        | Exhibit J - State Effective Dates                            |
| Exhibit D3 - Franchises Sold But Not Yet Opened     | Exhibit K - Receipts                                         |
| Exhibit E - Financial Statements                    |                                                              |

**PROSPECTIVE FRANCHISEE:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity

Signature: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

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

Dated: \_\_\_\_\_  
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

**RECEIPT  
(YOUR COPY)**

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

If DB Franchise, LLC, offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DB Franchise, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit F.

The franchisor is DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____
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Issuance Date: March 27, 2025, as amended January 23, 2026.

See Exhibit F for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated March 27, 2025, as amended January 23, 2026, that included the following Exhibits:

- |                                                     |                                                              |
|-----------------------------------------------------|--------------------------------------------------------------|
| Exhibit A - State Addenda and Agreement Riders      | Exhibit F - State Agencies and Agents for Service of Process |
| Exhibit B - Franchise Agreement and Exhibits        | Exhibit G - Agreement and Conditional Consent to Transfer    |
| Exhibit C - Area Development Agreement and Exhibits | Exhibit H - Form of Renewal Addendum                         |
| Exhibit D1 - List of Franchisees                    | Exhibit I - Operations Manual Table of Contents              |
| Exhibit D2 - Franchisees Who Left the System        | Exhibit J - State Effective Dates                            |
| Exhibit D3 - Franchises Sold But Not Yet Opened     | Exhibit K - Receipts                                         |
| Exhibit E - Financial Statements                    |                                                              |

**PROSPECTIVE FRANCHISEE:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity

Signature: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

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

Dated: \_\_\_\_\_  
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.