

Name of Fee	Amount	Due Date	Remarks
Technology Update Assessment	Amounts will vary and fees are collected when incurred (not typically every year); Estimated to average approximately \$500 - \$1,500 per year	Within 15 days after invoice	System Technology, not to exceed \$5 per ticket/tagged item. Franchisee agrees to pay JBF the pro-rata costs incurred by JBF in acquisition or modification of JBF System Technology, including without limitation project management and system architecture labor costs. New Franchisees of a new franchise territory would not pay any Technology Update Assessment payments during the first year of the franchise, as such first year update assessment payments would be satisfied by the New Technology License & Set-Up Fee.
JBF Conference Registration Fee	Currently estimated at less than \$1,000 per year	Payable in advance in two installments of \$500 each	Attendance at JBF's Annual Conference is mandatory if a conference is held. Conference Registration Fees may change annually depending on the conference venue and are estimated at less than \$1,000 for one attendee. Conference Registration Fees are paid in advance and billed in two installments if the Conference Registration Fee is greater than \$500. Late registration may require an additional fee. The Conference Registration Fee does not include travel or lodging costs. <u>The Conference Registration Fee may change annually depending on the venue but will not exceed \$5,000 per attendee.</u>
Products or Services Ordered	The purchase or lease price plus shipping costs (if any), as may be periodically provided to you, of any products or services you purchase or lease from us or our affiliates.	At the time you place an order	Your cost to purchase or lease products or services from us or our affiliates will be provided to you in the Brand Standards / Operations Manual and may be periodically updated from time to time by providing notice to you.
Transfer/Resale	\$7,500	On transfer	All Transfers/Resales require JBF's prior consent. We will waive this fee if the Franchise is transferred to an entity which you own and control. Transfers are subject to conditions similar to renewals, except that the fee for a transfer is \$7,500. In cases where more than one individual has an interest in a franchise, and the

31, 2024, and December 31, 2025. The audited annual statements were audited by independent certified public accountants licensed in Oklahoma using US generally accepted auditing standards and presented in accordance with US generally accepted accounting principles.

~~may also contain interim unaudited balance sheet and income statements for the 2026 partial year.~~

**Item 22.     CONTRACTS**

Attached as [Exhibit A](#) is the form of the Franchise Agreement. The Franchise Agreement includes the following Exhibits:

- [1](#)       Territory Described
- [2](#)       Owner’s Guaranty
- [3](#)       General Release Upon Renewal
- [4](#)       General Release Upon Assignment/Transfer/Resale
- [5](#)       Assignment upon Termination
- [6](#)       Franchise Entity, Ownership Information, and Partner Agreements
- [7](#)       Confidentiality and Non-Competition Agreement (Owner)
- [8](#)       Non-Owner Team Member Confidentiality Agreement
- [9](#)       Certification For First Sale
- [10](#)      Use of Marks
- [11](#)      JBF Website and Software Agreement
- [12](#)      ACH Authorization Agreement
- [13](#)      Transfer/Resale Addendum

Attached as Exhibit B is the Multi-Unit Development Agreement

Attached as Exhibit F are state specific addenda to the franchise disclosure document and Franchise Agreement.

The Franchise Agreement, Multi-Unit Development Agreement, and Exhibits (including Exhibit F to the FDD) together constitute all proposed contracts, leases, options and purchase agreements.

**Item 23.     ACKNOWLEDGMENT OF RECEIPT BY PROSPECTIVE FRANCHISEE**

Two (2) copies of the detachable acknowledgment of receipt in the following form are attached as the last two (2) pages of this Disclosure Document.

**3. Development Area.** Franchisee shall locate each Just Between Friends Consignment Sales business it develops under this MUDA within the following area: \_\_\_\_\_ (the “Development Area”). Franchisee and Franchisor acknowledge that Franchisee does have exclusive rights to develop Just Between Friends Consignment Sales businesses in the Development Area.

**4. Default and Termination.** JBF may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee fails to satisfy the development schedule; or
- (ii) JBF has the right to terminate any franchise agreement between JBF and Franchisee (or any affiliate thereof) due to Franchisee’s default thereunder (whether or not JBF actually terminates such franchise agreement).

**5. Limitation of Liability.** Franchisee’s commitment to develop Just Between Friends Consignment Sales businesses is in the nature of an option only. If JBF terminates this MUDA for Franchisee’s default, Franchisee shall not be liable to JBF for lost future revenues or profits from the unopened Just Between Friends Consignment Sales businesses. Franchisee may terminate this MUDA at any time.

**6. Conditions.** Franchisee’s right to develop each Laundry Luv franchise after the CSB #1 is subject to the following:

- (i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Just Between Friends Consignment Sales business, in the reasonable judgment of JBF, and
- (ii) Franchisee must be in full compliance with all brand requirements at its open Just Between Friends Consignment Sales businesses, and not in default under any Franchise Agreement or any other agreement with JBF.

**7. Dispute Resolution; Miscellaneous.** The laws of the State of Pennsylvania (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Pennsylvania law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of JBF, and any Transfer without JBF’s prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

**8. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the franchise disclosure document.**

**EXHIBIT C**  
**TO**  
**JUST BETWEEN FRIENDS**  
**DISCLOSURE DOCUMENT**  
**FINANCIAL STATEMENTS OF**  
**JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC.**

Attached as Exhibit B are the audited financial statements of JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC. for the years ended at December 31, ~~2022, 2023 and 2024. Also attached may be interim updates to the financial statements. THE UNAUDITED INTERIM FINANCIAL STATEMENTS MAY BE ATTACHED AND ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT AUDITED THESE INTERIM FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM OF THOSE INTERIM STATEMENTS.~~2023, 2024 and 2025.

**EXHIBIT E**  
**TO**  
**JUST BETWEEN FRIENDS**  
**FRANCHISE DISCLOSURE DOCUMENT**

**STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states. Additionally, JBF's agent for service of process in the state of Pennsylvania is: Tracy Panase, JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC., 78 Grandview Blvd., Reading PA 19609:

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, California 94104  Department of Financial Protection and Innovation 320 W. 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013  Department of Financial Protection and Innovation <del>1515 K-Street, Suite 200</del> <u>651 Bannon Street, Suite 300,</u> Sacramento, <del>California 95814</del> <u>CA 95811</u> (866) 275-2677 Toll Free	Department of Financial Protection and Innovation 320 W. 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013
Connecticut	Connecticut Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103	Director, Securities & Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800
Florida	Department of Agriculture Division of Consumer Protection State of Florida PO Box 6700 Tallahassee, FL 32214-6700	Secretary of State State of Florida PO Box 6700 Tallahassee, FL 32214-6700

State	State Administrator	Agent for Service of Process
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance Commerce Court 1230 O Street, Suite 400 Lincoln, Nebraska 68509	Secretary of State State of Nebraska 1200 N Street Lincoln, NB 68509
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21 <sup>st</sup> Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Carolina	Secretary of State Securities Division 300 North Salisbury Street, Suite 100 Raleigh, North Carolina 27603-5909	Secretary of State Securities Division 300 North Salisbury Street, Suite 100 Raleigh, North Carolina 27603-5909
North Dakota	North Dakota <del>Insurance &amp;</del> Securities Department 600 East Boulevard <del>Ave., State Capital Fifth Floor, Avenue</del> Dept. 414 401 Bismarck, <del>ND</del> North Dakota 58505 -0510 ( <del>Phone 701</del> )-328-47122910	North Dakota <del>Securities</del> <del>Department</del> Insurance Commissioner 600 East Boulevard <del>Ave., State Capital Fifth Floor, Avenue</del> Dept. 414 401 Bismarck, <del>ND</del> North Dakota 58505 - 0510
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE Salem, Oregon 97310 (503) 378-4140	Secretary of State State of Oregon 350 Winter Street NE Salem, OR 97301
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	Director, Department of Business Regulation State of Rhode Island 1511 Pontiac Avenue Cranston, RI 02920
South Carolina	Office of the Secretary of State 1205 Pendleton Street Edgar Brown Building, Suite 525 Columbia, South Carolina 29201	Office of the Secretary of State 1205 Pendleton Street Edgar Brown Building, Suite 525 Columbia, South Carolina 29201

**FOR THE STATE OF ILLINOIS**

~~— This Addendum amends the JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC. (“Company”) Franchise Agreement (“Agreement”) with \_\_\_\_\_ (“Franchisee”) dated \_\_\_\_\_ for all purposes:~~

**ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, THE MUDA, AND RELATED AGREEMENTS**

~~\_\_\_\_\_ This Addendum is agreed to this \_\_\_\_\_ by and between Just Between Friends Franchise System, Inc., and \_\_\_\_\_ . The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, the multi-unit agreement, and all related agreements regardless of anything to the contrary contained therein.~~

For good and valuable consideration, the parties agree as follows:

- (1) Illinois law governs the Franchise Agreement(s).
- (2) In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement or multi-unit agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However a franchise agreement or multi-unit agreement may provide for arbitration to take place outside of Illinois.
- (3) Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
- (4) 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.
- (5) 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.

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

<b>Just Between Friends Franchise System, Inc.</b>	Franchisee:
By: _____ Tracy Panase, CEO	Signature: _____
	Print Name: _____
	Title: Managing Owner

9. Pursuant to Minnesota Statute 604.113, the insufficient funds fee as set forth in Item 6 of the FDD and Section 5.17 of the Franchise Agreement shall be thirty (\$30) dollars.

**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.**

<b>Just Between Friends Franchise System, Inc.</b>  By: _____ Tracy Panase, CEO	Franchisee: Signature: _____  Print Name: _____ Title: Managing Owner
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## 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:

<u>State</u>	<u>Effective Date of Order</u>
California	
Hawaii	
Illinois	
Indiana	<u>04-30-26</u>
Maryland	
Michigan	<u>04-30-26</u>
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	<u>4-28-26</u>
Virginia	
Washington	
Wisconsin	<u>04-20-26</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

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

If **Just Between Friends Franchise System, Inc.** offers you a franchise, it must provide this Disclosure Document to you fourteen (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. New York law also requires us to provide this Disclosure Document at the earlier of the first personal meeting or 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.

If **Just Between Friends Franchise System, Inc.** 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 D](#).

The individual franchise seller who offered you a Just Between Friends franchise is:

<input type="checkbox"/> Kezia Verasammy Just Between Friends Franchise System, Inc. 78 Grandview Blvd. Reading, PA 19609 Kezia@jbfsale.com (250) 589-0737	<input type="checkbox"/> Lori Lalli Just Between Friends Franchise System, Inc. 78 Grandview Blvd. Reading, PA 19609 918-261-6431 lorilalli@jbfsale.com	<input type="checkbox"/> Tracy Panase Just Between Friends Franchise System, Inc. 78 Grandview Blvd. Reading, PA 19609 610-739-4766 tpanase@jbfsale.com
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The issue date of this Disclosure Document is April 10, 2026. We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states.

I have received the Disclosure Document dated April 10, 2026 that included the following exhibits:

- ~~A~~ 1 Franchise Agreement and Related Materials
- ~~1~~ 2 Exhibits to the Franchise Agreement:
- ~~1~~ 2 Franchisee's Territory Described
- ~~2~~ 3 Guarantee by Franchisee's Parent or Others
- ~~3~~ 3 Owner's Guaranty
- ~~3~~ 4 General Release Upon Renewal
- ~~4~~ 4 General Release Upon Assignment/Transfer/Resale
- ~~5~~ 5 Assignment upon Termination
- ~~6~~ 6 Franchise Entity and Owner, Ownership Information, and Partner Agreements
- ~~7~~ 7 Confidentiality and Non-Disclosure/Competition Agreement (Owner)
- ~~8~~ 9 Non-Owner Team Member Confidentiality Agreement
- ~~9~~ 10 Certification For First Sale
- ~~10~~ 10 Use of Marks
- ~~11~~ 11 JBF Website and Software Agreement
- ~~12~~ 12 ACH Authorization Agreement
- ~~13~~ 13 Transfer/Resale Addendum
- ~~B~~ 14 Multi-Unit Addendum/Development Agreement
- ~~CB~~ 14 Financial Statements of Franchisor
- ~~DC~~ 14 Table of Contents of Operations Manual
- ~~E~~ ED State Administrators
- ~~E~~ and Agents for Service of Process
- ~~FF~~ and FA State Specific Addenda to the Disclosure Document
- ~~GG~~ and FA List of Existing Franchisees
- ~~HH~~ and FA List of Former Franchisees
- ~~I~~ and FA Franchisee Organizations
- ~~J~~ and FA State Effective Dates and ~~FDD~~ 2 Copies of Receipts

Print Name:	Signature:	Date FDD Received:
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## RECEIPT

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The issue date of this Disclosure Document is April 10, 2026

We authorize the respective state agents identified on Exhibit E to receive service of process for us in the particular states.

I have received the Disclosure Document dated April 10, 2026 that included the following exhibits:

- ~~A~~ A — Franchise Agreement and Related Materials
- ~~1~~ 1 — ~~Exhibits to the Franchise Agreement:~~
- ~~1~~ 1 — ~~Franchisee's Territory Described~~
- ~~2~~ 2 — ~~Guarantee by Franchisee's Parent or Others~~
- ~~3~~ 3 — ~~Owner's Guaranty~~
- ~~3~~ 3 — General Release Upon Renewal
- ~~4~~ 4 — ~~4~~ 4 — General Release Upon Assignment/~~Transfer/Resale~~
- ~~5~~ 5 — ~~5~~ 5 — Assignment upon Termination
- ~~6~~ 6 — ~~6~~ 6 — ~~Franchise Entity and Owner, Ownership Information, and Partner Agreements~~
- ~~7~~ 7 — ~~7~~ 7 — Confidentiality and Non-~~Disclosure~~Competition Agreement (~~Owner~~)
- ~~8~~ 8 — Non-Owner Team Member Confidentiality Agreement
- ~~9~~ 9 — ~~9~~ 9 — Certification For First Sale
- ~~10~~ 10 — ~~10~~ 10 — Use of Marks
- ~~11~~ 11 — ~~11~~ 11 — JBF Website and Software Agreement
- ~~12~~ 12 — ~~12~~ 12 — ACH Authorization Agreement
- ~~13~~ 13 — ~~13~~ 13 — Transfer/Resale Addendum
- ~~14~~ 14 — ~~14~~ 14 — Multi-Unit ~~Addendum~~Development Agreement
- ~~B~~ B — ~~B~~ B — Financial Statements ~~of Franchisor~~
- ~~C~~ C — ~~C~~ C — Table of Contents of Operations Manual
- ~~D~~ D — ~~D~~ D — State Administrators
- ~~E~~ E — ~~E~~ E — ~~and~~ Agents for Service of Process
- ~~F~~ F — ~~F~~ F — State Specific Addenda to the Disclosure Document ~~and FA~~
- ~~G~~ G — ~~G~~ G — List of Existing Franchisees
- ~~H~~ H — ~~H~~ H — List of Former Franchisees
- ~~I~~ I — ~~I~~ I — Franchisee Organizations
- ~~J~~ J — ~~J~~ J — State Effective Dates and ~~FDD~~2 Copies of Receipts

Print Name:	Signature:	Date FDD Received:
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