FRANCHISE DISCLOSURE DOCUMENT

Bobbles and Lace Franchise, LLC
a Wyoming limited liability company
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You will operate a fashion forward boutique retail store catering to women with an emphasis on head-to-toe styling (a "Business"). The business model is 50% product and 50% customer experience. Businesses are based in affluent, young, and trending destination cities and towns. The target customer is a young, emerging female professional who has outgrown "fast fashion" stores, but is not yet ready to shop at luxury department stores. You will operate the franchised business under the "Bobbles & Lace" brand.

The total investment necessary to begin operation of a Business is $163,175 to $300,000. This includes $50,000 that must be paid to the franchisor or affiliates. The total investment necessary to begin operation under a two- to five-unit Multi-Unit Development Agreement (including the first Business) is $203,175 to $460,000. This includes between $90,000 and $210,000 that must be paid to the franchisor or affiliates. There is no minimum number of Businesses you are required to develop under a Multi-Unit Development Agreement.

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, please contact Lindsay Rando at 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945 or (781) 990-1093.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your 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, DC 20580. You can also visit the FTC's home page at 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: April 30, 2026.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Bobbles & Lace business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Bobbles & Lace franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, or litigation only in Massachusetts. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Massachusetts than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Minimum Payments**. You must make minimum royalty and other payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this franchise disclosure document, "we," "us," or "our" refers to Bobbles and Lace Franchise, LLC, the franchisor. "You" or "Franchisee" means the person to whom we grant a franchise. If you are a business entity, "you" and "Franchisee" will also mean your owners.

The Franchisor and Any Parents, Predecessors, and Affiliates

We are a Wyoming limited liability company organized on February 14, 2022. We conduct business as "Bobbles and Lace Franchise, LLC" and "Bobbles and & Lace." Our principal business address is 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945. We began offering franchises in February, 2022. Our agent for service of process in Wyoming is Registered Agents, Inc. with its principal business address at 30 North Gould Street, Suite R, Sheridan, Wyoming 82801. We do not operate businesses of the type being franchised. We do not offer franchises in any other line of business, but may do so in the future.

We have no parent or predecessor entities. We have one affiliate.

Our affiliate Bobbles & Lace, LLC ("B&L I") is a Massachusetts limited liability company organized on June 9, 2008. B&L I's principal business address is the same as ours. B&L I has operated a Business in Marblehead, Massachusetts since April, 2008 and now operates eight Businesses throughout New England. B&L I does not and has never offered franchises in this or any other line of business.

The Franchise Offered

You will develop and operate a specialty women's boutique retail business under the trade name "Bobbles & Lace" and any other trademarks we designate (collectively, the "Trademarks"). Businesses operate at a fixed retail location and offer Trademark-branded women's clothing and other preapproved retail items. We have developed a distinct, proprietary system for the operation of Businesses (the "System"). Distinctive characteristics of the System include, without limitation, the products offered, the Trademarks, our brand standards manual (the "Manual"), and all our other proprietary information and processes. You will operate your Business as an independent business using the System. Other franchisees may operate under different forms of agreements and our obligations and rights with respect to other franchisees may differ materially.

You will sign a Bobbles and Lace Franchise, LLC Franchise Agreement (a "Franchise Agreement") and operate your Business in accordance with your Franchise Agreement, the Manual, the System, and our directives. A Franchise Agreement grants franchisees a defined, exclusive territory (a "Territory"). The current form of Franchise Agreement is attached as Exhibit B. If the location of your Business (your "Business Site") is unknown as of the effective date of your Franchise Agreement, you will propose a Business Site for our approval within your Territory that meets our site selection criteria. We will designate your Business Site in your Franchise Agreement after we have approved your Business Site. You will establish and operate your Business solely from your Business Site. During the term of your Franchise Agreement, as long as you are not in default of your Franchise Agreement, we will not directly or indirectly establish or operate, nor grant a license or right to any other person to establish or operate, any other franchised business identified with the Trademarks within your Territory except as otherwise provided in your Franchise Agreement.

If you sign a Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement (a "Multi-Unit Development Agreement"), you will develop multiple Businesses (each, a "Multi-Unit Development Business") in accordance with an agreed-upon schedule (the "Multi-Unit Development Schedule") in a

specific geographic area (a "Multi-Unit Development Territory"). The current form of Multi-Unit Development Agreement is attached as Exhibit C. You will sign our then-current form of Franchise Agreement for each Multi-Unit Development Business that Franchise Agreement may be different from the form of Franchise Agreement attached as Exhibit B.

Market for Products

The market for boutique fashion retail is fully developed, mature, and highly competitive. Sales are seasonal depending on the market; typically, a large percentage of sales are generated during the fourth quarter of the year. Your Business will compete with other fashion retail businesses including, without limitation, franchised or independent national chain businesses, single operation businesses, and Internet-only businesses.

Laws and Regulations

You must research and comply with all federal, state, and local laws and regulations that apply to the operation of your Business. You must secure and maintain in force all required licenses, permits, and certificates relating to the operation of your Business.

We are not aware of any laws or regulations that specifically apply to the fashion retail industry. Your Business must comply with all applicable federal, state, county, and municipal building codes, handicap access codes, and laws restricting smoking in public places, the public posting of notices regarding health hazards, fire safety, and general emergency preparedness, rules regarding the proper use, storage, and disposal of hazardous waste and materials, and other building, fire, and health standards. You must operate your Business in full compliance with all applicable workplace laws, ordinances, and regulations, including governmental regulations relating to occupational hazards, health, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, discrimination, employment, sexual harassment, worker's compensation, unemployment insurance, and the withholding and payment of federal, state, and local income taxes, social security taxes, and sales and use taxes. There may be other local, state, or federal laws or regulations that your Business must comply with. We strongly advise you to investigate these laws before buying this franchise.

Item 2
BUSINESS EXPERIENCE

Chief Executive Officer and Managing Member: Lindsay Rose Rando

Ms. Rando has been our Chief Executive Officer and Managing Member since February, 2022. She has been the Chief Executive Officer and Managing Member of B&L I since June, 2008. These positions are located in Marblehead, Massachusetts.

Logistics Director: Samantha Freni

Ms. Freni has been our Logistics Director since June, 2025. She was our Operations Director from February, 2022 to May, 2025. She was the Operations Director for B&L I from January, 2017 to January, 2022. These positions are or were located in Marblehead, Massachusetts.

Chief Financial Officer: David Lubets

Mr. Lubets has been our Chief Financial Officer since January, 2025 in Marblehead, Massachusetts. He was the Chief Operating Officer for Windham Professionals, Inc. from January, 2017 to November, 2022,

in Salem, New Hampshire. He was the Executive Vice President of Operations for Radius Global Solutions, LLC from December, 2022, to December, 2024, in Ambler, Pennsylvania.

Director of Operations: Kelsey Brooks

Ms. Brooks has been our Director of Operations since January, 2026. She was our Director of Franchise Marketing from January, 2023 to December, 2025. Both of these positions are or were located in Marblehead, Massachusetts. She was the Marketing Director for B&L I from January, 2018 to December, 2022, in Portland, Maine.

Development Manager: Sidney Raleya

Ms. Raleya has been our Development Manager since March, 2025. She has been the Store Director for Bobbles and Lace Saratoga since June, 2023. Both of these positions are located in Saratoga Springs, New York. She was an English Teacher for the Queensbury Union Free School District from July, 2021 to July, 2023 in Queensbury, New York. She was an English Professor for the Emma Willard School from January, 2021 to June, 2021 in Troy, New York.

Visual Director: Alexa Sauchek

Ms. Sauchek has been our Visual Director since January, 2023, in Marblehead, Massachusetts. She was the Visual Director and a Store Director for B&L I from January, 2018 to December, 2022, in Newport, Rhode Island.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item 3.

Item 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item 4.

Item 5
INITIAL FEES

Initial Franchise Fee

You will pay us a $25,000 fee for the right to operate your Business (the "Initial Franchise Fee") when you sign your Franchise Agreement. The Initial Franchise Fee is uniform, fully earned upon receipt, and nonrefundable.

Initial Training Fee

You will pay us a $25,000 fee for our initial training program (the "Initial Training Fee") when you sign your Franchise Agreement. The Initial Training Fee is uniform, fully earned upon receipt, and nonrefundable.

Multi-Unit Development Fee

If you sign a Multi-Unit Development Agreement, you will pay a fee equal to the sum of $50,000 for your first Multi-Unit Development Business and $40,000 for each additional Multi-Unit Development Business (a "Multi-Unit Development Fee") when you sign your Multi-Unit Development Agreement. You will pay the Multi-Unit Development Fee in lieu of the Initial Franchise Fees and Initial Training Fees you would otherwise pay for your Multi-Unit Development Businesses. The Multi-Unit Development Fee is nonrefundable.

For illustrative purposes, if you agree to develop two Multi-Unit Development Businesses, you will pay us $25,000 for the Initial Franchise Fee for your first Multi-Unit Development Business, $25,000 for the Initial Training Fee for your first Multi-Unit Development Business, and $40,000 for the combined Initial Franchise Fee and Training Fee for your second Multi-Unit Development Business for a total $90,000 Multi-Unit Development Fee. If you agree to develop five Multi-Unit Development Clinics, you will pay us $25,000 for the Initial Franchise Fee for your first Multi-Unit Development Business, $25,000 for the Initial Training Fee for your first Multi-Unit Development Business, and $160,000 for the combined Initial Franchise Fees and Initial Training Fees for your second, third, fourth, and fifth Multi-Unit Development Businesses ($40,000 per Multi-Unit Development Business) for a total $210,000 Multi-Unit Development Fee.

Item 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[2, 3]	The greater of 5% of Gross Sales (as defined below) or $500 (the "Minimum Royalty")	Tuesday of each week	Gross Sales for royalty calculation purposes are the Gross Sales from Monday through Sunday of each applicable week. While royalty fees are collected on a weekly basis, the Minimum Royalty calculation is determined on a monthly basis for compliance purposes.
Local Advertising Costs	2% of Gross Sales	As arranged	We recommend you spend at least 2% of your Gross Sales each month on local marketing efforts.
Marketing Fund Contribution[4]	1% of Gross Sales	Tuesday of each week	We have established a Marketing Fund you will contribute to for the benefit of the System.
Advertising Cooperative Contribution[5]	0% to 5% of Gross Sales	As arranged	This amount is determined by the applicable Cooperative (defined below). We have not yet established local or regional Cooperatives, but may do so in the future at our discretion. The maximum Cooperative contribution is 5% of Gross Sales. Any Cooperative contribution you make will be credited against your required local advertising expenditures.
Technology Fee	$250 per month	15th day of each month	This fee is for the use of our point-of-sale system. The current technology fee is $250 per month, but is subject to change at our discretion.

Type of Fee[1]	Amount	Due Date	Remarks
Additional/Replacement Training Fee	$10,000 plus our expenses	Prior to training	If you send a manager or other employee to our training program after your Business opens, you will pay our then-current additional/replacement training fee. The current training fee is $10,000, but is subject to change at our discretion. If the training program is provided onsite, you will pay the then-current additional/replacement training fee plus our associated expenses (such as travel, lodging, and meals) for employees providing onsite training.
Business Site Rental Costs	$40,000 to $130,000 per year	Monthly	You will enter into a lease with your landlord with monthly rental payments you negotiate, which may be more than the range stated here. We do not negotiate with your landlord on your behalf. The range stated here is based on our experience and the experience of our franchisees since 2022.
Third Party Vendor Costs	$78,000 to $312,000 per year	Varies	We may require you to use third party vendors and suppliers we designate. Vendors and suppliers may bill you directly or we may collect payment for these vendors and charge you the payment amount plus a 10% administrative fee.
Non-Compliance Fee	$500 plus $250 per week of additional non-compliance	On demand	We may charge you $500 if your Business is not in compliance with the System and you fail to correct your non-compliance within 30 days of notice. Thereafter, we may charge you $250 per week until you correct your non-compliance.
Non-Compliance Cure Costs	Our actual costs and internal cost allocation plus a 10% administrative fee	On demand	If we cure your non-compliance on your behalf (for example, we may purchase insurance for you if you do not have required insurance), you will pay us our actual costs and internal cost allocation plus a 10% administrative fee.
Reimbursement Costs	Amount we spend on your behalf plus a 10% administrative fee	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party on your behalf, you must reimburse us for our actual expenditures plus a 10% administrative fee.
Late Payment Fee	$100 plus interest on the unpaid amount equal to the greater of (i) 18% APR or (ii) the highest rate allowed by law	On demand	We may charge a late payment fee if you fail to timely make a required payment.

Type of Fee[1]	Amount	Due Date	Remarks
Insufficient Funds Fee	The greater of (i) $30 or (ii) the highest amount allowed by law	On demand	We may charge an insufficient funds fee if a payment you make is returned for insufficient funds.
Collection Costs	Our actual costs	On demand	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special Support Fee	$600 per day plus our expenses	On demand	If we provide additional onsite support to you at your request, we may charge our then-current special support fee plus associated expenses (such as travel, lodging, and meals for employees providing onsite support). The current training fee is $600 per day plus our expenses, but is subject to change at our discretion.
Customer Complaint Resolution Costs	Our actual costs	On demand	We may take any action we deem appropriate to resolve a customer complaint about your Business and require you to reimburse us for our actual costs.
Records Audit Costs	Our actual costs	On demand	Payable if we audit your Business because you fail to submit required reports or for other non-compliance and the audit concludes that you underreported Gross Sales by more than 3% during any four-week period.
Special Inspection Fee	$600 per day plus our expenses	On demand	Payable if we conduct an inspection of your Business because of a governmental report, customer complaint or other feedback, your default of your Franchise Agreement, or your non-compliance with the System. The current special inspection fee is $600 per day plus our expenses, but is subject to change at our discretion.
Renewal Fee	$10,000	Upon signature of your renewal Franchise Agreement	You must satisfy all required conditions to renew your Franchise Agreement including, without limitation, executing our then-current form of Franchise Agreement.
Transfer Fee	$10,000 plus broker fees and our expenses	When transfer occurs	Payable if you transfer your Business.

Type of Fee[1]	Amount	Due Date	Remarks
Liquidated Damages	The greater of (i) royalty fees and marketing fund contributions for the lesser of (y) two previous years or (z) the remaining weeks in the term of your Franchise Agreement, or (ii) $50,000	On demand	Payable if we terminate your Franchise Agreement for cause or you terminate your Franchise Agreement without cause.
Indemnity Costs	Our actual costs and losses from any legal action related to your operation of your Business	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your Business unless caused by our misconduct or negligence.
Prevailing Party Legal Costs	The prevailing party's attorney fees, court costs, and other expenses	On demand	In any legal proceeding (including arbitration or mediation), the non-prevailing party will pay the prevailing party's attorney fees, court costs, and other expenses.

Notes:

1. Fees. All fees are uniform, nonrefundable, and payable to us except as otherwise described above. We may change, waive, or eliminate fees for any franchisee as we deem appropriate. We may reasonably increase any fees or charges for products, materials, and services we provide from time to time excepting the royalty fee percentage used to calculate your royalty fee payments. The royalty fee percentage is not subject to any increases. Annual increases in the Minimum Royalty will be limited to the percentage increase of the Consumer Price Index. You will remit all amounts you owe us pursuant to the Franchise Agreement or other agreements in the manner we determine including, without limitation, payment by bank draft, certified check, credit card, electronic funds transfer, or as we may otherwise direct in writing. You will participate in any payment plans, computerized point-of-sale systems, credit verification systems, electronic funds transfer systems, automatic banking systems, or other similar plans or systems we require to facilitate your payment of all amounts owing to us pursuant to the Franchise Agreement or other agreements. You will execute all necessary documents and consents for payments to be made by electronic funds transfer to enable us to automatically withdraw money from your financial accounts.

2. Gross Sales. "Gross Sales" means all amounts generated by your Business whether for cash, check, credit, gift cards, barter, or any other means of exchange including, without limitation, payments for any products or services, proceeds of any business interruption insurance policies, and all revenues derived from tenants or subtenants of yours including, without limitation, rent and any other lease payment. Gross Sales does not include *bona fide* refunds to customers, sales taxes collected, proceeds from the sale of used fixtures or equipment not in the ordinary course of business, or sales of prepaid gift cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

3. Weekly Reporting. You will report your Gross Sales to us each week. If you fail to report your Gross Sales, we will withdraw estimated royalty fees and marketing fund contributions based on 125%

of your most recent reported Gross Sales. We will reconcile actual amounts owed if you later report your actual Gross Sales.

4. Marketing Fund Contributions. We have established a dedicated marketing fund for the benefit of the System (the "Marketing Fund"). You may be required to pay a minimum monthly amount to the Marketing Fund regardless of your Gross Sales.

5. Advertising Cooperative Contributions. We may establish and require your participation in a local or regional advertising cooperative (a "Cooperative") within a designated market. If a Cooperative is established within a designated market that includes your Business, you will be required to participate in the Cooperative and make ongoing payments to the Cooperative in such amounts and subject to such caps as established by the Cooperative members. We anticipate that each franchised Business and company-owned Business will have one vote for each Business located within the designated market and that Cooperative decisions will be made based on approval of a simple majority vote with a quorum of not less than 25% of the members. Cooperative contributions will be credited towards satisfaction of your minimum local advertising expenditures.

Item 7
ESTIMATED INITIAL INVESTMENT

FRANCHISE AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee	$25,000	Check or wire transfer	Upon Franchise Agreement signature	Us
Initial Training Fee	$25,000	Check or wire transfer	Upon Franchise Agreement signature	Us
Rent (one month)	$3,500 to $25,000	As agreed	Upon lease signature	Landlords
Lease Security Deposit[1]	$0 to $25,000	As agreed	Upon lease signature	Landlords
Utilities	$100 to $2,000	As agreed	Upon ordering service	Utility providers
Leasehold Improvements[2]	$10,000 to $30,000	As agreed	As incurred or billed	Contractors
Market Introduction Program	$2,000 to $4,000	As agreed	As incurred or billed	Suppliers and vendors
Furniture, Fixtures, and Equipment	$20,000 to $30,000	As agreed	As incurred or billed	Suppliers and vendors
Computer Systems	$3,575 to $5,000	As agreed	As incurred or billed	Suppliers and vendors
Insurance (three months)	$1,000 to $3,000	As agreed	As billed	Insurance companies
Signage	$2,000 to $5,000	As agreed	Upon ordering	Suppliers and vendors
Office Expenses	$500 to $1,000	As agreed	As incurred or billed	Suppliers and vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Inventory	$40,000 to $60,000	As agreed	As incurred or billed	Suppliers and vendors
Licenses and Permits	$500 to $1,000	As agreed	Upon application	Government authorities
Professional Fees (lawyers, accountants, etc.)	$2,000 to $3,000	As agreed	As incurred or billed	Professionals
Training Travel, Lodging, and Board Costs	$3,000 to $6,000	As agreed	As incurred or billed	Airlines, hotels, restaurants, and other vendors
Additional Funds (three months)[3]	$25,000 to $50,000	Varies	Varies	Employees, suppliers, utilities, vendors, and other third parties
Total	$163,175 to $300,000			

MULTI-UNIT DEVELOPMENT AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Multi-Unit Development Fee for Two to Five Businesses[4]	$90,000 to $210,000	Check or wire transfer	Upon Multi-Unit Development Agreement signature	Us
Estimated Initial Investment to Open a Multi-Unit Development Business[5]	$113,175 to $250,000	Varies	Varies	Varies
Total	$203,175 to $460,000			

Notes:

1. Lease Security Deposit. This estimate assumes you will lease premises of your Business Site and is for the estimated amount of the initial lease security deposit you will be required to pay your landlord. You will negotiate the amount of your lease security deposit directly with your landlord. You will not pay a lease security deposit if your Business Site is located on real property you own.

2. Leasehold Improvements. This estimate is for the cost of construction and build-out of your Business Site. A Business Site is typically located in luxury malls, downtown districts, or shopping centers with rent per square foot of $35 to $130. Business Sites generally range in size from 1,200 to 2,500 square feet depending on the market.

3. Additional Funds (three months). This estimate includes any other required expenses you will incur before you begin operations and during your initial three-month period of operations including, without limitation, employee payroll, additional inventory, rent, and other operating expenses in excess of income generated by your Business. The estimate does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on our experience, the experience of our existing franchisees, B&L I's experience opening Businesses, and our general knowledge of the industry.

4. Multi-Unit Development Fee. This estimate assumes you sign a Multi-Unit Development Agreement for two to five Multi-Unit Development Businesses.

5. Estimated Initial Investment to Open a Multi-Unit Development Business. This is the estimated initial investment for the development of your first Multi-Unit Development Business. It is the estimate contained in the Franchise Agreement chart less the Initial Franchise Fees and Initial Training Fees for each Multi-Unit Development Business. Your initial investment for the development of additional Multi-Unit Development Businesses may be lower depending on factors including, without limitation, the amount of training required for employees of your additional Multi-Unit Development Businesses and local market economics.

6. Financing. We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligations (see Item 10).

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

We may require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your Business from us or our designees, from suppliers we approve, or otherwise according to our specifications.

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your Business Site premises is subject to our approval and must meet our specifications. Your landlord will sign our form of Rider to Lease Agreement (Franchise Agreement, Attachment 4).

B. Insurance. You will obtain insurance as described in the Franchise Agreement and the Manual including (i) "special" causes of loss coverage forms with fire, crime, vandalism, malicious mischief, and extended coverage for all property of your Business for full repair and replacement value, (ii) business interruption insurance for at least twelve months of income, (iii) commercial general liability insurance including products liability and broad form commercial liability coverage written on an "occurrence" policy form with not less than a $1,000,000 single limit per occurrence and a $2,000,000 aggregate limit, (iv) business automobile liability insurance including owned, leased, non-owned, and hired automobiles coverage of not less than $1,000,000, and (v) workers' compensation coverage as required by law. Your insurance policies (other than workers' compensation policies) must list us and our affiliates as additional insureds, include a waiver of subrogation in favor of us and our affiliates, be primary and non-contributing with any insurance carried by us or our affiliates, and stipulate that we receive at least 30 days' prior written notice of amendment or cancellation.

C. Point-of-Sale Software and Hardware. You will purchase or lease the point-of-sale software and hardware we specify (see Item 11).

D. Apparel, Inventory, Clothing, and Retail Items. You will purchase the specified apparel, products, and other inventory your Business will sell from specified vendors and suppliers according to our specifications.

E. Shopping Bags. You will purchase your shopping bags from specified vendors and suppliers according to our specifications.

Neither we nor any affiliate is currently a supplier of any goods or services you must purchase, although we or our affiliates may be a supplier of goods or services in the future.

Supplier Ownership

None of our officers currently own an interest in any supplier.

Alternative Suppliers

You must request our prior written approval if you want to use an alternative supplier. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we reasonably deem appropriate including, without limitation, the alternative supplier's capacity, quality, financial stability, reputation, and reliability, our inspections, product testing, and performance reviews, or other criteria. Our criteria for approving alternative suppliers are not available to you. We will provide you with written notification of our approval or disapproval of any proposed alternative supplier within 30 days after our receipt of your request. We may grant approvals of new suppliers or revoke approvals of current suppliers upon written notice to you or Manual updates at our discretion.

Specifications and Standards

Current system specifications and standards will be described to you in the Manual or through our written directives. We may issue new or modified specifications and standards for the System at any time by revising our Manual or issuing written directives. We may, but are not obligated to, issue new or revised specifications or standards in our general discretion or after testing in our headquarters, company-owned Businesses, or limited market tests.

Revenue to Us and Our Affiliates

We did not derive any revenue from required purchases or leases by franchisees in 2025, but we may do so in the future.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business will be 70% to 90% of your total purchases and leases. We estimate that the ongoing required purchases and leases of goods and services to operate your business will be 55% to 65% of your total purchases and leases.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers from franchisee purchases, but may do so in the future.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperatives currently exist, but may be established in the future.

Negotiated Purchase Arrangements

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide material benefits to you based on your purchase of particular goods or services or your use of particular suppliers, but may do so in the future.

Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 6.1 and 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2 and 6.3	Items 5, 7, 8, and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8, and 11
d. Initial and ongoing training	§§ 5.2, 6.4, and 7.6	Items 5, 6, 8, and 11
e. Opening	§§ 6.5 and 6.6	Items 7, 8, and 11
f. Fees	Article 4, §§ 3.2, 10.5, 11.3, 14.5, 15.2, and 17.6	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15, 9.1, 10.1, 10.4, and 11.1	Items 8, 11, and 14
h. Trademarks and proprietary information	Article 12 and § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11, and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, and 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13, and 15.2	Items 6, 7, and 8
n. Insurance	§ 7.15	Items 6, 7, and 8
o. Advertising	Article 9	Items 6, 7, 8, and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5 and 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13 and § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

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Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your Business:

A. Selecting Your Business Site. We will review and advise you regarding potential Business Sites that you submit to us (Franchise Agreement, Section 5.2). If you sign a Multi-Unit Development Agreement, we will approve the location of future Business Sites and Territories for those Multi-Unit Development Businesses; our then-current standards for Business Sites and Territories will apply. We are not obligated to further assist you in locating a Business Site or negotiating the purchase or lease of a Business Site. We generally do not own Business Site premises to lease back to franchisees, but may do so in the future.

If your Business Site is not already known and approved by us when you sign your Franchise Agreement, we will initially identify an area within which you will select a Business Site (Franchise Agreement, Summary Page). We do not select your Business Site. You will find a potential Business Site and submit your proposed Business Site to us for approval with any information we request about the proposed Business Site. The factors we consider in approving Business Sites include, without limitation, general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. When we approve a Business Site, we will issue a Location Acceptance Letter (Franchise Agreement, Attachment 2).

We will approve or disapprove your proposed Business Site within 30 days after you submit all required documentation and information (Franchise Agreement, Section 6.1). If we and you cannot agree on a Business Site, you will be unable to comply with your obligation to develop and open your Business by the deadline stated in your Franchise Agreement. Unless we agree to extend the deadline, you will be in default of your Franchise Agreement and we may terminate your Franchise Agreement at our discretion.

B. Constructing, Remodeling, or Decorating the Premises. We will advise you regarding the layout, design, and build-out of your Business (Franchise Agreement, Section 5.2). We are not obligated to assist you with conforming your Business Site premises to local ordinances and building codes or obtaining any required permits.

C. Hiring and Training Employees. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility (Franchise Agreement, Section 7.5).

D. Necessary Equipment, Signs, Fixtures, Opening Inventory, and Supplies. We will provide you with a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your Business. We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items (Franchise Agreement, Section 5.2).

E. Manual. We will give you access to our Manual (Franchise Agreement, Section 5.1).

F. Initial Training Program. We will conduct our initial training program. The current initial training program is described below (Franchise Agreement, Section 5.2).

G. Market Introduction Plan. We will advise you regarding the planning and execution of your market introduction plan (Franchise Agreement, Section 5.2).

H. Onsite Opening Support. We will have a representative provide onsite support for at least two days in connection with your Business opening at our expense (Franchise Agreement, Section 5.2).

Length of Time to Open

The typical length of time between signing a Franchise Agreement and the opening of a Business is 60 to 120 days. Factors that may affect the time period include, without limitation, your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your Business:

A. Developing Products or Services You Will Offer to Your Customers. Your Franchise Agreement does not obligate us to refine and develop products or services for you to offer to your customers, but it is our general practice to do so (Franchise Agreement, Section 5.3).

B. Hiring and Training Employees. All hiring decisions and conditions of employment are your sole responsibility. We will train your new employees as we determine necessary in our discretion. (Franchise Agreement, Section 7.5).

C. Improving and Developing Your Business; Problem Resolution. At your request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your Business and resolving problems you encounter to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day per representative) plus any associated expenses (such as travel, lodging, and meals) for our employees providing onsite support (Franchise Agreement, Section 5.3).

D. Establishing Prices. We may determine prices charged by our franchisees for goods and services to the extent permitted by applicable law (Franchise Agreement, Section 5.3).

E. Establishing Administrative, Bookkeeping, Accounting, and Inventory Control Procedures. We will provide you with our recommended procedures for administration, bookkeeping, accounting, and inventory control. We may make any procedures required in our discretion (Franchise Agreement, Section 5.3).

F. Marketing Fund. We will conduct local, regional, and national advertising through the Marketing Fund. We will administer the Marketing Fund (Franchise Agreement, Section 5.3).

G. Website. We will own and maintain a website for the System (the "Website") that includes your Business information and telephone number (Franchise Agreement, Section 5.3).

H. Social Media. In addition to their presence on the Website and additional social media promotion we provide on various social media platforms, our franchisees manage their individual social media platforms that we own with our guidance in accordance with our policies, procedures, and guidelines. Social media platforms provide worldwide exposure (Franchise Agreement, Section 5.3).

Visual Audits

You will submit a monthly visual audit of your Business to us. We will provide you with the specific requirements for each month's visual audit. If we determine from a visual audit that the aesthetic characteristics of your Business do not meet our system standards, we will provide you with a report of the changes necessary to correct your deficiencies. The changes must be completed within 30 days after you receive the report unless we specify otherwise.

Advertising

A. Our General Advertising Obligations. We will conduct advertising for the benefit of the System. We are not required to spend any amounts in the area where you or any other particular franchisee is located. We will maintain the Website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising on your behalf.

B. Your Advertising Materials. You may only use your own advertising materials with our prior approval. To obtain our approval, you must submit any proposed advertising materials at least 14 days prior to use. If we do not respond, the advertising material is deemed rejected. If you develop any advertising materials, we may use those advertising materials for any purpose without payment to you.

C. Advertising Council. We do not have an advertising council composed of franchisees and the Franchise Agreement does not give us the right to form an advertising council.

D. Local or Regional Cooperatives. We do not currently have any local or regional Cooperatives. We may require Cooperatives to be formed, changed, dissolved, or merged. We may require you to participate in a local or regional Cooperative. We will define the area of any Cooperative based on media markets or other geographic criteria that we reasonably deem appropriate. Each franchisee in a Cooperative will have one vote per Business (unless the franchisee is in default of the franchisee's Franchise Agreement). The amount you must contribute to a Cooperative will be determined by a vote of the members, but will not be less than 1% or more than 5% of Gross Sales. If our own Businesses are members of a Cooperative, they will contribute to the Cooperative on the same basis as franchisees and vote on the same basis as other members. We will administer any Cooperative, but may delegate responsibility for administration to an outside company or to the members. We may require a Cooperative to operate from written bylaws or other governing documents that we reasonably determine. No form of governing documents are currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and the members of the Cooperative.

E. Marketing Fund. We administer the Marketing Fund. We will use the Marketing Fund only for marketing and related purposes. The Marketing Fund may be used in part to solicit new franchise sales. You and all other franchisees currently contribute 1% of Gross Sales to the Marketing Fund, but may be required to contribute additional amounts in the future at our discretion. We may require other franchisees to contribute a different amount. Our Businesses are not obligated to contribute to the Marketing Fund. The Marketing Fund may be used for any activities that we believe will help market the System including, without limitation, social media activities, production and placement of media advertising, media relations, salaries and administrative costs, creating and testing direct response literature, website development and management, direct mailings, brochures, collateral material, advertising, surveys, or other public relations expenditures including agency costs and commissions and for other similar expenses. In any fiscal year, an

amount greater or less than the aggregate contribution of all franchisees and licensees to the Marketing Fund in that year may be spent. The Marketing Fund may borrow from us or other lenders to cover deficits or invest any surplus for future use. Any amounts that remain in the Marketing Fund at the end of each year will accrue and may be applied toward the next year's expenses. We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and provide the financial statement to you upon request (Franchise Agreement, Section 9.3).

In fiscal year 2025, 100% of the Marketing Fund expenditures were used for social media promotion on various social media platforms and employee salary reimbursements. It is our general practice to produce all advertising materials internally.

F. Market Introduction Plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your Business.

G. Required Expenditures. After your Business opens, you must spend at least 3% of Gross Sales each month on local advertising expenditures to market your Business. This amount is only a minimum requirement and we do not represent that it is the optimal amount of money for you to spend.

Point-of-Sale and Computer Systems

We currently require you to use Lightspeed POS as your point-of-sale system. This software will act as your primary computer system to manage transactions, track daily financial interactions with customers, monitor inventory, and perform other business financial reporting tasks. We recommend that you have two Mac computers and use QuickBooks software for your bookkeeping. We require you to use Marcello Loyalty software to manage loyalty programs for your Business. We estimate that these computer systems will cost between $3,575 and $5,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any contracts for such services with a third party, but may do so in the future. You must upgrade or update any computer system as we direct. There is no contractual limit on the frequency or cost of this obligation. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $3,000 per year.

Your point-of-sale system and other computer systems will generate or store data such as financial data, operational data, and inventory data. We will have independent access to the information that will be generated or stored in these computer systems. There is no contractual limitation on our right to access or use this information.

Manual

You will operate your Business in compliance with the operational systems, procedures, policies, methods, and requirements found in the Manual, any revisions, modifications, or amendments to the Manual, or as we require through written directives. You will keep any physical copy of the Manual in a secure place within your Business Site. The Manual and all other manuals or written materials relating to your Business will be returned to us upon termination or expiration of your Franchise Agreement. We may change the Manual at our discretion, but the modifications will not substantially or materially alter your status and rights under your Franchise Agreement. The Manual is confidential and remains our property. At present, the Manual is approximately 100 pages long. The Manual's Table of Contents is attached as Exhibit E.

We may notify you of changes to the Manual by any method including, without limitation, email communications, or posting the modified Manual on an internal System website. You will ensure that the

Manual is kept current at all times. You will abide by any modifications, changes, additions, deletions, and alterations to the Manual and be responsible for all costs and expenses you incur. You may need to purchase updated equipment, products, and supplies at your own cost. The terms of the master copy of the Manual that we maintain at our principal office will control if there is any dispute regarding the Manual's contents.

Training Program

Training programs will be scheduled in accordance with the needs of new franchisees. We anticipate holding training programs between three and five times per year. You will attend a training program at least once every two years. Training will be held in Portland, Maine, Marblehead, Massachusetts, at your Business Site, or otherwise as we determine. We may vary the length and content of the initial training program based on the experience and skill level of the attendees. Our instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction: Brand, Working Together, the Industry, and Culture	2	0	Portland, Maine, your Business, or otherwise as we designate.
Visual Merchandising and Store Presentation	0	8	Portland, Maine, your Business, or otherwise as we designate.
Recruiting, Interviewing, and Scheduling	0	1	Portland, Maine, your Business, or otherwise as we designate.
Client Experience	0	26	Portland, Maine, your Business, or otherwise as we designate.
Financial Planning, Bookkeeping, Timesheets, and Payroll	6	0	Portland, Maine, your Business, or otherwise as we designate.
Business Development: GNOs, Pop-Ups, and Local Partners	2	0	Portland, Maine, your Business, or otherwise as we designate.
Marketing	4	0	Portland, Maine, your Business, or otherwise as we designate.
Product Management	4	4	Portland, Maine, your Business, or otherwise as we designate.
TOTALS:	18	39	

Training classes will be led or supervised by Lindsay Rando, the other individuals listed in Item 2, or other instructors we designate. Ms. Rando has been the Chief Executive Officer and Managing Member of our affiliate B&L I since June, 2008. Other instructors may have various lengths of experience, but typically will have a minimum of two years of experience in the industry and one year of experience with our System.

There is no fee for up to two people to attend our initial training program. You will pay the travel and living expenses of your attendees. You (or your general manager if you are a business entity) must attend training. You may send any additional people to our initial training program that you want for our then-current fee. You must complete our initial training program to our satisfaction at least four weeks before opening your Business.

Your Business must be under your onsite supervision or under the onsite supervision of a general manager who has completed our training program at all times. If you need to send a new general manager to our initial training program, we will charge our-then current fee. Otherwise, we do not currently require participation in additional training programs or refresher courses, but may do so in the future.

Item 12
TERRITORY

Your Business Site

Your franchise is for your specific Business Site. If your Business Site is not known at the time you sign your Franchise Agreement, then your Business Site will be subject to our approval.

Grant of Territory

Your Franchise Agreement will specify your Territory which will be determined by us. Your Territory will have a population of approximately between 25,000 to 150,000 people. Your Territory will most likely be specified as either a radius around your Business Site or a list of specific ZIP codes; however, we may use other boundaries (such as county lines or other political boundaries, streets, geographical features, or trade areas). If your Business Site is not known when you sign your Franchise Agreement, then we will state your Business Site and Territory in a Location Acceptance Letter when we approve your Business Site. If we do not state your Territory in writing before you open your Business to the public, your Territory will be deemed to be the minimum number of ZIP codes that immediately surround your Business Site and comprise a total population of at least 100,000 people.

Relocation

You do not have the right to relocate your Business and we have no obligation to approve any request for relocation. We approve relocation of a franchisee's Business on a case-by-case basis and consider factors including, without limitation, changes in demographics, current profitability of the Business, or the loss of the Business Site premises due to circumstances beyond the franchisee's control.

Establishment of Additional Outlets

You will not have the right to establish additional Businesses unless you sign a Multi-Unit Development Agreement. If you sign a Multi-Unit Development Agreement, then you will have the right to establish your Multi-Unit Development Businesses in accordance with your Multi-Unit Development Schedule. Your right to develop additional Businesses will be conditioned on (i) your compliance with the Multi-Unit Development Schedule, (ii) your sufficient financial and organizational capacity to develop, open, operate, and manage each additional Multi-Unit Development Business, (iii) your compliance with all System standards at your then-operating Businesses, and (iv) you not being in default of any other agreement with us or our affiliates. We will approve the location of your future Business Sites and Territories for your Multi-Unit Development Businesses using our then-current standards. You may terminate your Multi-Unit Development Agreement at any time without penalty, but will not receive a refund of any part of your Multi-

Unit Development Fee. We may terminate your rights to develop additional Multi-Unit Development Businesses if you do not meet your Multi-Unit Development Schedule.

Options to Acquire Additional Businesses

You will not receive any options, rights of first refusal, or similar rights to acquire additional Businesses except as in connection with a Multi-Unit Development Agreement as described above.

Territory Protection

You will receive an exclusive Territory in your Franchise Agreement. Beginning six months after the date you execute your Franchise Agreement, you will remit at least $500 per month to us for your royalty obligations as calculated as a percentage of your Gross Sales (the "Territory Minimum"). Subject to certain exceptions as described below and your meeting your Territory Minimum obligations, we will not establish either a company-owned or franchised Business in your Territory selling the same or similar goods or services under the Trademarks or similar trademarks or service marks. If you fail to meet your Territory Minimum obligations for three consecutive months, we may grant any entity the right to operate a Business within your Territory at our discretion going forward. Except for the Territory Minimum requirement, the continuation of your territorial exclusivity will not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

You will receive an exclusive Multi-Unit Development Territory in your Multi-Unit Development Agreement if you sign a Multi-Unit Development Agreement. In your Multi-Unit Development Territory, we will not establish either a company-owned or franchised Business selling the same or similar goods or services under the Trademarks or similar trademarks or service marks. The continuation of your territorial exclusivity will depend on your adherence to your Multi-Unit Development Schedule. If you fail to adhere to your Multi-Unit Development Schedule, we may terminate your Multi-Unit Development Agreement, but not any Franchise Agreements for Multi-Unit Development Businesses that are already signed.

Our Restrictions From Soliciting or Accepting Orders in Your Territory

We have no restrictions on us from soliciting or accepting orders from customers inside your Territory. We may use other channels of distribution including, without limitation, catalog sales, telemarketing, or other direct marketing sales to make sales within your Territory using the Trademarks or other trademarks. Notwithstanding the foregoing, we will pay you compensation for our solicitation or acceptance of orders from customers inside your Territory through ecommerce orders. We will pay you a 10% commission on ecommerce orders made by customers located within your Territory.

Solicitation by You Outside of Your Territory

There are no restrictions on you from soliciting or accepting orders from customers located outside of your Territory except that your use of any advertising materials is subject to our prior approval and you are not permitted to advertise outside of your Territory without our prior approval. You will not market on the Internet except as permitted by the Manual or otherwise with our prior approval.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under different trademarks selling goods or services similar to those you will offer. However, the Franchise Agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademarks

Your Franchise Agreement grants you the nonexclusive right to use the Trademarks in your Business. We own the Trademarks and we have registered the following principal Trademarks with the United States Patent and Trademark Office (the "USPTO") on the Principal Register:

Trademark	Registration Date	Registration Number
Bobbles & Lace	November 15, 2022	6900453
	November 15, 2022	6900454
	November 15, 2022	6900455

Affidavits and Renewals

We have filed all required affidavits. No registration has been eligible for renewal and no registration has been renewed.

Determinations

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court relating to the Trademarks. There are no pending infringement, opposition, or cancellation proceedings relating to the Trademarks.

Litigation

There is no pending material federal or state court litigation regarding our use of or ownership rights to the Trademarks.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the Trademarks listed above in a manner material to the System.

Protection of Rights

We protect your right to use the Trademarks listed in this Item and against claims of infringement or unfair competition arising out of your use of the Trademarks to the extent described below.

Your Franchise Agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to any trademark we license to you. Your Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark we license to you.

If you use the Trademarks in accordance with your Franchise Agreement, then (i) we will defend you at our expense against any legal action by a third party alleging infringement from your use of the Trademarks, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

We may require you to modify or discontinue using any part of the Trademarks at your expense. You will have a reasonable period of time to comply with the change that will not exceed 90 days. After such period, you will no longer have the right to use the unmodified or discontinued part of the Trademarks.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the Trademarks.

Item 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act whether or not we have obtained registrations. This includes our Manual and any other sales, training, management, or other materials that we have created or will create. You may use these copyrighted materials during the term of your Franchise Agreement in a manner consistent with our ownership rights solely for your Business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (the Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or defend you against claims arising from your use of our copyrighted items. Your Franchise Agreement does not require us to take affirmative action when notified of copyright infringement. We will control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights at your expense.

We do not know of any current copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards, and policies for the development and operation of your Business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating your Business, and any related non-public plans, data, financial information, processes, vendor pricing arrangements, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

All customer data and other non-public data generated by your Business is confidential information and exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Business.

You (and your owners, if you are a business entity) must protect the confidentiality of the Manual and any other proprietary information. You will use our confidential information only for your Business. We may require your managers and key employees to sign confidentiality agreements.

You will disclose any ideas, plans, improvements, concepts, methods, and techniques relating to your Business that you conceive or develop to us. We will automatically own all such innovations and may incorporate any innovations into our system for use by all franchisees without any compensation to you.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You will devote substantial time and attention to your Business and designate one person as your "Principal Executive." Your Principal Executive is the individual primarily responsible for the operation of your Business and will have decision-making authority on behalf of your Business. Your Principal Executive must own at least 10% of your Business, complete our initial training program and any post-opening training programs we require in the future, and make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. Your Principal Executive cannot fail to attend more than three consecutive required meetings. If you designate a new Principal Executive, the new Principal Executive must complete our initial training program within a year of designation.

If you are a business entity, all owners of the business entity will sign our Guarantee and Non-Competition Agreement (Franchise Agreement, Attachment 3).

"On-Premises" Supervision

You are not required to personally conduct on-premises supervision of your Business. However, we recommend your on-premises supervision.

There are no restrictions regarding who you hire as an on-premises supervisor. The general manager of your business (whether you or a hired person) must successfully complete our training program. We do not require that your general manager owns any equity in you if you are a business entity.

Restrictions on Your Manager

You will have your general manager (and other key employees we reasonably determine) sign a confidentiality and non-compete agreement. You will not be required to enter into a confidentiality and non-compete agreement that violates applicable state law.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You will offer for sale only goods and services that we have approved. You will offer for sale all goods and services that we require. We may change the types of authorized goods or services and there are no limits on our right to make changes. We do not restrict your access to customers except that all sales must be made at or from your Business Site.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement, Multi-Unit Development Agreement, and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Multi-Unit Development Agreement	Summary
a. Length of the franchise term	FA §3.1 DA §1(a)	Ten years for your Franchise Agreement. Your Development expires on the date that your last Multi-Unit Development Business is scheduled to open.
b. Renewal or extension of the term	FA §3.2 DA Not applicable	You may renew your Franchise Agreement for two additional ten-year terms. You may be required to sign our then-current form of franchise agreement with materially different terms and conditions than your original Franchise Agreement.
c. Requirements for franchisee to renew or extend	FA §3.2 DA Not applicable	"Renewal" is the process of extending your then-current term for an additional ten-year term. To renew, you must: (i) give us advance notice between 90 and 180 days before the end of the then-current term, (ii) be in compliance with all contractual obligations to us and third parties, (iii) renovate your Business to meet our then-current standards, (iv) sign our then-current form of Franchise Agreement and related documents (including a personal guarantee), (v) pay a renewal fee, and (vi) sign a general release (unless prohibited by applicable law). If you continue operating your Business after expiration of the term without a renewal

Provision	Section in Franchise or Multi-Unit Development Agreement	Summary
		agreement, we may either (i) require you to terminate the operations of your Business at any time, or (ii) deem you to have renewed your previously effective Franchise Agreement for an additional ten-year term at our discretion. Your renewal Franchise Agreement may have materially different terms and conditions than the Franchise Agreement governing your then-current term at the time of renewal.
d. Termination by franchisee	FA §14.1 DA §4	You may terminate your Franchise Agreement if we violate a material provision of your Franchise Agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. You may terminate your Multi-Unit Development Agreement at any time.
e. Termination by franchisor without cause	Not applicable	None.
f. Termination by franchisor with cause	FA §14.2 DA §4	We may terminate your Franchise Agreement or Multi-Unit Development Agreement for cause subject to any applicable notice, cure opportunity, and applicable state law. Termination of your Franchise Agreement will give us the right to terminate your Multi-Unit Development Agreement subject to applicable state law. Termination of your Multi-Unit Development Agreement will not give us the right to terminate your Franchise Agreement.
g. "Cause" defined – curable defaults	FA §14.2 DA Not applicable	(i) Non-payment by you (ten days to cure) of any amounts due, (ii) violation of your Franchise Agreement other than by non-curable default (30 days to cure), and (iii) operation in a manner dangerous to health or safety (48 hours to cure).
h. "Cause" defined – non-curable defaults	FA §14.2 DA §4	FA: (i) Misrepresentation when applying to be a franchisee, (ii) knowingly submitting false information to us, (iii) bankruptcy, (iv) loss of possession of your Business Site, (v) violation of law, (vi) violation of confidentiality covenants, (vii) violation of non-competition covenants, (viii) violation of transfer restrictions, (ix) slander or libel of us or our affiliates, (x) refusal to cooperate with our business inspection, (xi) cease operations

Provision	Section in Franchise or Multi-Unit Development Agreement	Summary
		for more than five consecutive days, (xii) three defaults in any twelve-month period, (xiii) termination of any other agreement with us for cause, (xiv) charge of, conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect the System, or (xv) any breach of your Franchise Agreement that by its nature cannot be cured. DA: (i) Failure to meet your Multi-Unit Development Schedule, or (ii) violation of your Franchise Agreement or any other agreement with us that gives us the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	FA §§14.3 to 14.6 DA Not applicable	(i) Pay all amounts due to us or affiliates, (ii) return the Manual and any other proprietary items to us, (iii) notify telephone, Internet, and other service providers and transfer services, (iv) cease doing business, (v) deidentify, and (v) offer a purchase option to us.
j. Assignment of agreement by franchisor	FA §15.1 DA §7	There are no restrictions on our right to assign your Franchise Agreement or Multi-Unit Development Agreement.
k. "Transfer" by franchisee – defined	FA Article 1 DA Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of your Business, (ii) your Franchise Agreement or Multi-Unit Development Agreement, (iii) any direct or indirect ownership interest in your Business, or (iv) control of your Business.
l. Franchisor's approval of transfer by franchisee	FA §15.2 DA §7	You may not transfer your Franchise Agreement or Multi-Unit Development Agreement without our approval.
m. Conditions for franchisor's approval of transfer	FA §15.2 DA Not applicable	(i) Pay a transfer fee, (ii) buyer meets our then-current standards for new franchisees, (iii) buyer is not a competitor of ours, (iv) buyer and its owners sign our then-current Franchise Agreement and related documents (including a personal guarantee), (v) all payments have been made to us and our affiliates, (vi) compliance with all contractual requirements, (vii) buyer completes our training program, (viii) you

Provision	Section in Franchise or Multi-Unit Development Agreement	Summary
		sign a general release subject to applicable state law, and (vix) your Business complies with our then-current System specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	FA §15.5 DA Not applicable	If you want to transfer your Business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA §14.6 DA Not applicable	When your Franchise Agreement expires or is terminated, we may purchase any of the assets of your Business.
p. Death or disability of franchisee	FA §§2.4 and 15.4 DA Not applicable	If you die or become incapacitated, a new Principal Executive acceptable to us must be designated to operate your Business and your executor must transfer your Business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA §13.2 DA Not applicable	Neither you, any owner of the business, nor any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA §13.2 DA Not applicable	For two years, neither you, any owner of your Business, nor any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within three miles of your former Territory or the Territory of any other Business operating on the date of termination.
s. Modification of the agreement	FA §18.4 DA §7	No modification or amendment of the Franchise Agreement or Multi-Unit Development Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or System specifications.
t. Integration/merger clause	FA §8.3 DA §7	Nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	FA §17.1 DA §7	All disputes are submitted to arbitration or mediation subject to applicable state law.
v. Choice of forum	FA §§17.1 and 17.5 DA §7	Arbitration or mediation will take place where our headquarters is then located (currently, Marblehead, Massachusetts) subject to applicable state law. Any legal proceedings not subject to arbitration or

Provision	Section in Franchise or Multi-Unit Development Agreement	Summary
		mediation will take place in the District Court of the United States in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located subject to applicable state law.
w. Choice of law	FA §18.8 DA §7	Wyoming subject to applicable state law.

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following chart contains financial performance information for the eight Businesses owned and operated by B&L I that were open between January 1, 2025, and December 31, 2025. The Businesses are located in Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island. We neither own nor operate any other Businesses.

Bobbles & Lace, LLC
Financial Performance – Company-Owned Businesses
January 1, 2025, to December 31, 2025

	Westport, CT	Andover, MA	Boston, MA	Marblehead, MA
Gross Sales/Income	$602,090.00	$508,726.00	$937,668.00	$492,075.00
Cost of Goods Sold	$192,668.80	$162,792.32	$300,053.76	$157,464.00
Shipping	$4,510.00	$3,766.00	$7,006.00	$3,678.00
Gross Profit	$404,911.20	$342,167.68	$630,608.24	$330,933.00
Accounting Fees	$1,305.00	$1,305.00	$1,305.00	$1,305.00
Advertising and Promotions	$9,203.00	$9,203.00	$9,203.00	$9,203.00
Banking Fees	$12,643.89	$10,683.25	$19,691.03	$10,333.58
Computer Expenses	$923.00	$923.00	$923.00	$923.00
Health Insurance	$5,475.00	$2,340.00	$823.00	N/A
Liability Insurance	$6,971.00	$6,971.00	$6,971.00	$6,971.00
Payroll Expenses	$117,873.00	$104,544.00	$175,484.00	$96,875.00
Rent, CAM, and Taxes	$132,006.00	$45,600.00	$147,672.00	$46,500.00
Maintenance	N/A	$3,130.00	$2,283.00	$608.00
Supplies	$16,076.00	$16,076.00	$16,076.00	$16,076.00

	Westport, CT	Andover, MA	Boston, MA	Marblehead, MA
Trash Service	N/A	N/A	N/A	N/A
Utilities	$4,841.00	$10,951.00	$5,081.00	$5,322.00
Total Expenses	$307,316.89	$211,726.25	$385,512.03	$194,116.58
Net Income	$97,594.31	$130,441.43	$245,096.21	$136,816.43
Imputed Franchise Fees*	$8,855.66	$10,826.49	$17,705.77	$11,208.99
Net Income After Imputed Franchise Fees	$88,738.65	$119,614.94	$227,390.44	$125,607.44

	Newburyport, MA	Portland, ME	Portsmouth, NH	Newport, RI
Gross Sales/Income	$688,422.00	$1,148,291.00	$831,903.00	$650,655.00
Cost of Goods Sold	$220,295.04	$367,453.12	$266,208.96	$208,209.60
Shipping	$5,123.00	$8,670.00	$6,218.00	$4,817.00
Gross Profit	$463,003.96	$772,167.88	$559,476.04	$437,628.40
Accounting Fees	$1,305.00	$1,305.00	$1,305.00	$1,305.00
Advertising and Promotions	$9,203.00	$9,203.00	$9,203.00	$9,203.00
Banking Fees	$14,456.86	$24,114.11	$17,469.96	$13,663.76
Computer Expenses	$923.00	$923.00	$923.00	$923.00
Health Insurance	$6,679.00	$6,363.00	$904.00	N/A
Liability Insurance	$6,971.00	$6,971.00	$6,971.00	$6,971.00
Payroll Expenses	$144,295.00	$189,772.00	$137,650.00	$146,741.00
Rent, CAM, and Taxes	$54,480.00	$66,039.00	$58,908.00	$52,559.00
Maintenance	$132.00	$2,631.00	$58,908.00	$52,559.00
Supplies	$16,076.00	$16,076.00	$16,076.00	$16,076.00
Trash Service	N/A	$1,130.00	$130.00	$1,809.00
Utilities	$13,969.00	$4,549.00	$4,864.00	$5,547.00
Total Expenses	$268,489.86	$329,076.11	$256,335.96	$255,642.76
Net Income	$194,514.10	$443,091.77	$303,140.08	$181,985.65
Imputed Franchise Fees*	$14,670.85	$29,585.51	$21,188.40	$13,919.14
Net Income After Imputed Franchise Fees	$179,843.25	$413,506.26	$281,951.68	$168,066.51

* "Imputed Franchise Fees" are Royalty fees, Marketing Fund contributions, and technology fees.

Note:

1. "Imputed Combined Franchise Fees" consist of the aggregate of royalty fees, marketing fund contributions, and technology fees that would be payable to us if the company-owned Business was franchised.

The following chart contains financial performance information for franchised Businesses owned and operated by our franchisees between January 1, 2025, and December 31, 2025, that had been operating for at least one full year before December 31, 2025. Nine additional franchised Businesses were opened between January 1, 2025, and the Issuance Date of this Franchise Disclosure Document, but information for those franchised Businesses is not disclosed because the franchised Businesses had not been operating for at least one full year before December 31, 2025.

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Bobbles & Lace, LLC
Financial Performance – Franchised Businesses
January 1, 2025, to December 31, 2025

	Charleston, SC	Saratoga, NY	Assembly Row, MA	Salt Lake City, UT	Atlanta, GA
Gross Sales	$1,690,873.00	$1,211,503.00	$879,807.00	$611,635.00	$287,268.00
Cost of Goods Sold	$514,258.00	$352,965.00	$197,339.00	$177,823.00	$81,409.00
Taxes	N/A	N/A	N/A	N/A	N/A
Shipping	$49,418.00	$30,149.00	$20,262.00	$10,663.00	$11,075.00
Gross Profit	$1,127,197.00	$828,388.00	$438,337.00	$423,149.00	$194,784.00
Accounting Fees	$2,782.00	$5,000.00	$5,544.00	$3,443.00	$7,875.00
Advertising and Promotions	$29,013.00	$5,000.00	$4,321.00	$929.00	$1,350.00
Auto and Travel	$45,337.00	$2,540.00	$1,829.00	N/A	N/A
Banking Fees	$1,748.00	$669.00	$9,563.00	$1,339.00	N/A
Charitable Contributions	$6,796.00	$103.00	N/A	N/A	N/A
Computer Expenses	$1,909.00	$1,656.00	$1,800.00	$1,195.00	$1,281.00
Franchise Fees	$86,342.00	$72,690.18	$39,347.00	$38,758.00	$25,904.00
Health Insurance	$30,235.00	$7,148.00	N/A	N/A	N/A
Liability Insurance	$11,540.00	$2,850.00	$2,075.00	$1,760.00	$4,481.00
Payroll Expenses	$300,531.00	$252,014.00	$114,276.00	$78,444.00	$111,298.00
Rent, CAM, and Taxes	$147,007.00	$68,750.00	$89,700.00	$117,781.00	$61,568.00
Repair and Maintenance	$18,343.00	$839.00	$1,250.00	$3,970.00	$823.00
Supplies	$32,296.00	$9,717.00	$1,934.00	$8,196.00	$1,341.00
Trash Service	$5,725.00	N/A	N/A	N/A	N/A
Utilities	$7,227.00	$7,303.00	$3,631.00	$4,182.00	$5,635.00
Miscellaneous	$64,285.00	$94,342.00	$34,288.00	$34,803.00	N/A
Total Expenses	$1,354,812.00	$530,621.18	$309,558.00	$294,800	$314,040.00
Net Income	$336,061.00	$297,766.82	$128,779.00	$128,349.00	($26,772.00)

	West Chester, PA	Orlando, FL	Ogunquit, ME	Boulder, CO
Gross Sales	$498,553.00	$764,606.00	$203,194.00	$721,320.00
Cost of Goods Sold	$151,299.00	$225,284.00	$57,442.00	$230,720.00
Taxes	N/A	N/A	N/A	$59,346.00
Shipping	$19,432.00	N/A	$9,804.00	$813.00
Gross Profit	$327,822.00	$539,322.00	$136,668.00	$489,787.00
Accounting Fees	$2,492.00	$1,833.00	$386.00	N/A
Advertising and Promotions	$1,993.00	$5,354.00	$891.00	$5,440.00
Auto and Travel	N/A	$4,033.00	N/A	N/A
Banking Fees	$360.00	$1,091.00	$4,267.07	$13,015.00
Charitable Contributions	N/A	N/A	N/A	N/A
Computer Expenses	$7,557.00	$1,793.00	$1,579.00	$8,900.00
Franchise Fees	$29,860.00	$50.352.00	$12,204.00	$38,627.00
Health Insurance	N/A	N/A	N/A	$14,400.00
Liability Insurance	$3,618.00	$1,920.00	$4,295.00	$3,085.00
Payroll Expenses	$105,426.00	$132,283.00	$12,610.00	$206,626.00
Rent, CAM, and Taxes	$46,424.00	$119,032.00	$47,550.00	$81,766.00
Repair and Maintenance	$3,283.00	$3,600.00	N/A	N/A
Supplies	$5,753.00	$6,752.00	$1,808.00	$15,350.00
Trash Service	$400.00	N/A	N/A	N/A
Utilities	$9,444.00	$7,232.00	$9,129.00	$67.00
Miscellaneous	$16,856.00	$128,940.00	$9,110.00	$25,626.00
Total Expenses	$404,197.00	$464,215.00	$103,829.07	$703,781.00
Net Income	$94,356.00	$75,107.00	$32,838.93	$17,539.00

Notes:

1. The foregoing information shows historical financial performance and is not a projection of future performance.

2. "Gross Sales" means all amounts generated by the Business whether for cash, check, credit, gift cards, barter, or any other means of exchange. Gross Sales does not include *bona fide* refunds to customers, sales taxes collected, proceeds from the sale of used equipment not in the ordinary course of business, or sales of prepaid gift cards or similar products.

3. "Cost of Goods Sold" means the cost of all products, inventory, and accessories sold from the Businesses in 2025.

4. "Rent" is the cost to lease the retail spaces from which the Businesses are operated.

5. "Supplies" means the cost of operating supplies used to operate and manage the day-to-day business of each Business.

6. "Total Expenses" means all of the operating expenses associated with operating and managing the day-to-day business of each Business.

7. "Net Income" means the Gross Profit less the Total Expenses.

8. The Businesses we own and operate described in this Item 19 attained the stated results. Information for the franchised Businesses was submitted by our franchisees and we have not independently audited it.

9. Information about the franchised Businesses includes fees paid to us which is a material difference from the information about the Businesses we own and operate.

10. The Gross Sales information for the Charleston, South Carolina franchised Business deducts merchant service fees. All other Gross Sales information for the franchised Businesses includes amounts paid for merchant service fees.

11. The Assembly Row, Massachusetts and Boulder, Colorado franchised Businesses operate as S-corporations from which the Businesses' ultimate owners draw compensation. No accounting is made for any compensation for the ultimate owners of the other described franchised Businesses.

Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Lindsay

Rose Rando at 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945 or (781) 990-1093, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	1	12	+11
	2024	12	15	+3
	2025	15	18	+3
Company-Owned	2023	7	8	+1
	2024	8	8	0
	2025	8	8	0
Total Outlets	2023	8	20	+12
	2024	20	23	+3
	2025	23	26	+3

Table 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
N/A	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
AZ	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CO	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
DC	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	1	0
	2025	0	0	0	0	0	0	0

State	Year	Outlets at the Start of the Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
FL	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	2	0	0	0	0	3
GA	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
IL	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MA	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
MI	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
ME	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NH	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
NY	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
OH	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
PA	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
RI	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	0
SC	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TX	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
UT	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	1	11	0	0	0	0	12
	2024	12	4	0	0	0	1	15
	2025	15	5	0	0	0	2	18

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CT	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
ME	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
MA	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
NH	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
RI	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	7	1	0	0	0	8
	2024	8	0	0	0	0	8
	2025	8	0	0	0	0	8

Table 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
CA	0	1	0
FL	2	0	0
IL	0	1	0
IN	1	0	0
NY	0	1	0
NC	1	0	0
PA	1	0	0
TN	1	0	0
TX	0	1	0
WI	0	1	0
Totals	6	5	0

A list of the names of all franchisees and the addresses and telephone numbers of their Businesses as of the date of this disclosure document are listed in Exhibit G to this disclosure document. A list of the names, city, and state and current business telephone numbers or last-known home telephone numbers of all franchisees who have had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business as of the date of this disclosure document or who have not communicated with us within ten weeks of the date of this disclosure document are listed in Exhibit H to this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality clauses during the last three fiscal years.

We do not know of any trademark-specific franchisee organization associated with the System.

Item 21
FINANCIAL STATEMENTS

Our audited financial statements for our fiscal years ending on December 31, 2023, December 21, 2024, and December 24, 2025, are attached as Exhibit F. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Bobbles and Lace Franchise, LLC Franchise Agreement
C. Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement
D. State Addenda and Riders

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document as Exhibit I.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation One Sansome Street Suite 600 San Francisco, California 94104-4428 (415) 972-856 2101 Arena Boulevard Sacramento, California 95834 (916) 445-2705 1350 Front Street Room 2034 San Diego, California 92101 (619) 525-4233 320 West Fourth Street Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll-free Telephone Number: (866) 275-2677 Email Address: ask.dfpi@dfpi.ca.gov	Commissioner of Financial Protection and Innovation 320 West Fourth Street Suite 750 Los Angeles, California 90013-2344 (213) 576-7500
Hawaii	Business Registration Division Securities Compliance Branch Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Franchise Division Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
Indiana	Securities Commissioner's Office Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-7044	Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-7044

State	State Administrator	Agent for Service of Process
Michigan	Department of Attorney General Consumer Protection Division 525 West Ottawa Street G. Mennen Williams Building Fifth Floor Lansing, Michigan 48913 (517) 373-7117	Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street G. Mennen Williams Building Fifth Floor Lansing, Michigan 48913 (517) 373-7117
Minnesota	Department of Commerce 85 Seventh Place East Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	Commissioner of Commerce 85 Seventh Place East Suite 280 St. Paul, Minnesota 55101 (651) 296-4026
New York	Department of Law Investor Protection Bureau 28 Liberty Street 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, New York 12231 (518) 473-2492
North Dakota	Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712	Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
Rhode Island	Division of Securities 233 Richmond Street Suite 232 Providence, Rhode Island 02903-4232 (401) 277-3048	Director of the Department of Business Regulation Attorney General's Office 233 Richmond Street Providence, Rhode Island 02903-4232
South Dakota	Department of Labor and Regulation Division of Insurance 124 South Euclid Suite 104 Pierre, South Dakota 57501 (605) 773-4823	Director of Division of Insurance 124 South Euclid Suite 104 Pierre, South Dakota 57501 (605) 773-4823
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street Ninth Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
Washington	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8762	Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501

State	State Administrator	Agent for Service of Process
Wisconsin	Department of Financial Institutions Division of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703 (608) 266-8557	Commissioner of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703 (608) 266-8557

EXHIBIT B

BOBBLES AND LACE FRANCHISE, LLC
FRANCHISE AGREEMENT

BOBBLES AND LACE FRANCHISE, LLC
FRANCHISE AGREEMENT

SUMMARY	
1. Franchisee:	_____
2. Initial Franchise Fee:	_____
3. Initial Training Fee:	_____
4. Territory:	_____
5. Development Area:	_____
6. Opening Deadline:	_____
7. Principal Executive:	_____
8. Franchisee's Address:	_____

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Attachment 1: Statement of Ownership
Attachment 2: Location Acceptance Letter
Attachment 3: Guarantee and Non-Competition Agreement
Attachment 4: Contact Identifier and Online Presence Assignment Agreement
Attachment 5: Form of Rider to Lease
Attachment 6: Form of General Release
Attachment 7: Form of Non-Disclosure Agreement

BOBBLES AND LACE FRANCHISE, LLC
FRANCHISE AGREEMENT

This BOBBLES AND LACE FRANCHISE, LLC FRANCHISE AGREEMENT (the "Agreement") is made between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company located at 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945 ("Bobbles and Lace"), and _____, a _____ located at _____ ("Franchisee") and effective as of the date executed by Bobbles and Lace (the "Effective Date"). Bobbles and Lace and Franchisee will sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Bobbles and Lace and its affiliates have created and own a system (the "System") for developing and operating a fashion forward boutique retail store (a "Business") catering to women with an emphasis on head-to-toe styling under the trade name "Bobbles & Lace" and other proprietary trademarks (collectively, the "Trademarks");

WHEREAS, the System includes, without limitation, (i) methods, procedures, and standards for developing and operating a Business, (ii) plans, specifications, equipment, signage, and trade dress for Businesses, (iii) particular proprietary and non-proprietary products and services, (iv) the Trademarks, (v) training programs, (vi) business knowledge, (vii) marketing plans and concepts, and (viii) other mandatory or optional elements as determined by Bobbles and Lace from time to time; and

WHEREAS, The Parties desire that Bobbles and Lace license the System to Franchisee for Franchisee to develop and operate a Business on the terms and conditions of the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in the Agreement and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

"AAA" means the American Arbitration Association.

"Agreement" means this Bobbles and Lace Franchise, LLC Franchise Agreement.

"Action" means any formal or informal action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgement, or appeal.

"Approved Vendor" means a supplier, vendor, or distributor of Inputs that has been approved by Bobbles and Lace.

"Bobbles and Lace" means Bobbles and Lace Franchise, LLC, a Wyoming limited liability company.

"Bobbles and Lace Parties" means Bobbles and Lace, its subsidiaries, affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees.

"Business" means a fashion forward boutique retail store that caters in styling women head to toe with an emphasis on styling under the Trademarks.

"Competitor" means any business that offers specialty women's retail items, fashion accessories, apparel, and other clothing items for sale.

"Confidential Information" means all non-public information of or about the System, Bobbles and Lace, and any Business including, without limitation, all methods for developing and operating a Business and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

"Contact Identifier and Online Presence Assignment Agreement" means the agreement pursuant to which Franchisee will assign any contact identification and online presence ownership to Bobbles and Lace following expiration or termination of the Agreement (Attachment 4).

"Cooperative" means a local or regional advertising cooperative within a designated market determined by Bobbles and Lace.

"Cooperative Contribution" means a contribution made by Franchisee to a Cooperative equal to no less than 1% and no more than 5% of Gross Sales.

"Development Area" means the geographic area stated on the Summary and Location Acceptance Letter in which Franchisee will locate Franchisee's Business.

"Effective Date" means the effective date of the Agreement.

"Franchisee" means _____.

"Franchisee Party" means any of Franchisee, any Owner, or any spouse of an Owner.

"Gross Sales" means all amounts generated by Franchisee's Business whether for cash, check, credit, gift cards, barter, or any other means of exchange including, without limitation, payments for any products or services, proceeds of any business interruption insurance policies, and all revenues derived from tenants or subtenants of Franchisee including, without limitation, rent and any other lease payment. Gross Sales does not include *bona fide* refunds to customers, sales taxes collected, proceeds from the sale of used equipment not in the ordinary course of business, or sales of prepaid gift cards or similar products (but the redemption of any card or product will be included in Gross Sales).

"General Release" means Bobbles and Lace's then-current form of general release (Attachment 6).

"Guarantee" means the Guarantee and Non-Competition Agreement pursuant to which all Owners and any other individuals Bobbles and Lace determines in Bobbles and Lace's reasonable discretion guarantee the individuals' obligations pursuant to the Agreement (Attachment 3).

"Initial Franchise Fee" means a nonrefundable $25,000.00 fee paid by Franchisee to Bobbles and Lace for the right to operate Franchisee's Business.

"Initial Training Fee" means a nonrefundable $25,000.00 fee paid by Franchisee to Bobbles and Lace for Bobbles and Lace's initial training program.

"Innovations" means all ideas, plans, improvements, concepts, methods, and techniques relating to Franchisee's Business conceived or developed by Franchisee or Franchisee's employees, agents, or contractors.

"Input" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating Franchisee's Business.

"Lease Rider" means Bobbles and Lace's then-current form of Rider to Lease pursuant to which Bobbles and Lace is granted certain rights regarding the Location by Franchisee's landlord (Attachment 5).

"Location" means the location stated on the Location Acceptance Letter.

"Location Acceptance Letter" means the document evidencing the Location (Attachment 2).

"Losses" means, without limitation, any losses, damages, fines, charges, expenses, lost profits, reasonable attorneys' fees, travel expenses, expert witness fees, court costs, settlement amounts, judgements, loss of Bobbles and Lace's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising materials, costs of media time and space, and costs of changing, substituting, or replacing the same, and any other expenses of recall, refunds, compensation, public notices, and other amounts incurred in connection with the described matters.

"Manual" means, without limitation, Bobbles and Lace's brand standards manual and any directives, books, pamphlets, bulletins, memoranda, roll out guides, order forms, packing slips, invoices, letters, email, Internet or Intranet data, manuals, electronic materials, written materials, audio materials, websites, training materials, other publications, documents, software programs, videotapes, transmittances, or communications in whatever form (including electronic form) prepared by or on behalf of Bobbles and Lace for use by franchisees generally or for Franchisee in particular setting forth information, advice, standards, requirements, marketing information and procedures, operating procedures, instructions, or policies relating to the operation of a Business, use of the Trademarks, or the System as they may be added to, deleted, or otherwise amended by Bobbles and Lace from time to time.

"Marketing Fund" means the fund established by Bobbles and Lace into which Marketing Fund Contributions are deposited.

"Marketing Fund Contribution" means a monthly contribution paid by Franchisee to the Marketing Fund equal to 1% of Franchisee's Gross Sales or any lesser amount Bobbles and Lace determines.

"Minimum Royalty" means a $500.00 Royalty Fee paid per month made after the sixth month of the operation of Franchisee's Business.

"Online Sales Commission Fee" means a 10% share of any revenue Bobbles and Lace obtains from any direct sales made by Bobbles and Lace via the Internet in Franchisee's Territory.

"Opening Deadline" means the date described on the front page of the Agreement by which Franchisee must open Franchisee's Business.

"Owner" means each person or entity that directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then Owner means Franchisee.

"Parties" means Bobbles and Lace and Franchisee collectively.

"Party" means either of Bobbles and Lace or Franchisee individually.

"Principal Executive" means the individual primarily responsible for the operations of Franchisee's Business who has decision-making authority on behalf of Franchisee's Business.

"Remodel" means a refurbishment, renovation, or remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Trademarks, and other System Standards in a manner consistent with the image then in effect for a new Business.

"Renewal Fee" means a $10,000.00 fee paid by Franchisee to renew the initial term of the Agreement for an additional ten-year term.

"Required Vendor" means a supplier, vendor, or distributor of Inputs that Bobbles and Lace requires franchisees to use.

"Royalty Fee" means a monthly royalty fee paid by Franchisee to Bobbles and Lace equal to the greater of (i) 5% of Franchisee's Gross Sales or (ii) the Minimum Royalty.

"Statement of Ownership" means the informational document attached to the Agreement (Attachment 1).

"System" means Bobbles and Lace's system for developing and operating a Business.

"System Standards" means the then-current mandatory procedures, requirements, and standards of the System as determined by Bobbles and Lace including, without limitation, any procedures, requirements and standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (like construction, decoration, layout, furniture, fixtures, and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of the Trademarks, product and service offerings, quality of products and services (including any guarantee or warranty programs), reporting, safety, technology (including computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup systems, and archiving systems,), communications systems (including email, audio, and video systems), payment acceptance systems, Internet access, and any upgrades, supplements, and modifications thereto, temporary operational changes due to special circumstances (like a pandemic), uniforms, and vehicles.

"Territory" means the geographic area stated on the Location Acceptance Letter.

"Territory Minimum" means a minimum $500.00 Royalty Fee made by Franchisee to Bobbles and Lace each month beginning on the sixth month of the operation of Franchisee's Business to maintain Franchisee's territorial protections in the Territory.

"Trademarks" means the trade name "Bobbles & Lace" and other proprietary trademarks authorized by Bobbles and Lace.

"Transfer" means for Franchisee or any Owner to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of Franchisee's Business, (ii) the Agreement, (iii) any direct or indirect ownership interest in Franchisee's Business, or (iv) control of Franchisee's Business.

"Website" means a website for the System maintained by Bobbles and Lace that includes, without limitation, the location and telephone number of Franchisee's Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Bobbles and Lace grants to Franchisee the right to operate a Business solely at the Location. If no Location is stated on the Summary as of the Effective Date, then the Parties will determine the Location in accordance with Section 6.1. Franchisee will develop, open, and operate Franchisee's Business at the Location for the entire term of the Agreement.

2.2 Protected Territory. Subject to Franchisee's meeting the Territory Minimum, Bobbles and Lace will neither establish nor license the establishment of another Business within the Territory selling the same or similar goods or services under the Trademarks or similar trademarks. This prohibition does not apply to any Business operating or under construction when the Territory is determined. Failure to meet the Territory Minimum is not a default under the Agreement. Notwithstanding the foregoing, Bobbles and Lace retains the right to:

(a) Establish and license others to establish and operate Businesses outside the Territory, notwithstanding proximity to the Territory or potential impact on Franchisee's Business;

(b) Operate or license others to operate businesses anywhere in the world that do not sell the same or similar goods or services as Businesses under the Trademarks or marks similar to the Trademarks; and

(c) Sell or license others to sell products and services in the Territory through other channels of distribution including, without limitation, catalog sales, telemarketing, or other direct marketing sales. Bobbles and Lace will pay the Online Sales Commission Fee to Franchisee for any direct sales made by Bobbles and Lace via the Internet in the Territory.

2.3 Franchisee Control. Franchisee represents that the Statement of Ownership (i) identifies each Owner, officer, and director of Franchisee, and (ii) describes the nature and extent of each Owner's interest in Franchisee. Franchisee will submit any changes to the Statement of Ownership to Bobbles and Lace for Bobbles and Lace's review and approval at least ten business days before the changes take effect. Franchisee will report any change in the Statement of Ownership information that to Bobbles and Lace for Bobbles and Lace's review and approval at least ten business days before the changes take effect.

2.4 Principal Executive. Franchisee will appoint Franchisee's Principal Executive subject to Bobbles and Lace's prior approval. The Principal Executive will own at least a 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of Franchisee's Business, but the Principal Executive will devote substantial time and attention to Franchisee's Business. If the Principal Executive dies, becomes incapacitated, transfers the Principal Executive's interest in Franchisee, or otherwise ceases to be the individual primarily responsible for Franchisee's Business, Franchisee will promptly designate a new Principal Executive subject to Bobbles and Lace's prior approval which will not be unreasonably withheld.

2.5 Guarantee. If Franchisee is an entity, each Owner or other individual that Bobbles and Lace determines in Bobbles and Lace's reasonable discretion will sign the Guarantee.

2.6 No Conflict. Franchisee represents to Bobbles and Lace that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under the Agreement, (ii) are not a direct or indirect owner of any Competitor,

and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. The Agreement commences on the Effective Date and continues for ten years.

3.2 Successor Agreement. Franchisee may enter into a successor agreement when the initial term of the Agreement expires subject to the following conditions prior to the date of expiration:

(a) Franchisee notifies Bobbles and Lace of Franchisee's election to renew the Agreement between 90 and 180 days prior to the end of the then-current term;

(b) Franchisee and its affiliates are in compliance with the Agreement and all other agreements with Bobbles and Lace or any of its affiliates at the time of Franchisee's election to renew and at the time of renewal;

(c) Franchisee has made or agrees to make within a period of time reasonably acceptable to Bobbles and Lace a Remodel or any renovations and changes to Franchisee's Business Bobbles and Lace requires to conform Franchisee's Business to the then-current System Standards;

(d) Franchisee and its Owners execute Bobbles and Lace's then-current standard form of franchise agreement and related documents which may be materially different than the Agreement including, without limitation, higher or different fees;

(e) Franchisee pays the Renewal Fee upon execution of the renewal franchise agreement; and

(f) Franchisee and each Owner execute a General Release releasing any claims against the Bobbles and Lace Parties.

3.3 Limitation on Renewals. Franchisee may renew the initial term of the Agreement for a maximum of two additional ten-year terms subject to the conditions of Section 3.2.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Franchisee will pay Bobbles and Lace the Initial Franchise Fee upon Franchisee's execution of the Agreement. The Initial Franchise Fee is fully earned upon Bobbles and Lace's receipt and nonrefundable.

4.2 Initial Training Fee. Franchisee will pay Bobbles and Lace the Initial Training Fee upon Franchisee's execution of the Agreement. The Initial Training Fee is fully earned upon Bobbles and Lace's receipt and nonrefundable.

4.3 Royalty Fee. Franchisee will pay Bobbles and Lace the Royalty Fee during the first week that Franchisee's Business is open for business and every week afterwards. The Royalty Fee for any given week is due on the first Tuesday of the following week or any other day Bobbles and Lace specifies.

4.4 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee will pay Bobbles and Lace the Marketing Fund Contributions concurrently with the Royalty Fee.

(b) Cooperative Contribution. If Franchisee's Business participates in a Cooperative, then Franchisee will pay Cooperative Contributions to the Cooperative as determined by the Cooperative. Cooperative Contributions will be credited against Franchisee's required local advertising expenditures.

4.5 Additional/Replacement Training Fee. If Franchisee sends an employee to Bobbles and Lace's training program after Franchisee's Business opens for business, Bobbles and Lace may charge Franchisee Bobbles and Lace's then-current training fee in Bobbles and Lace's discretion plus Bobbles and Lace's associated expenses (like travel, lodging, and meals) for employees providing any onsite training.

4.6 Non-Compliance Fee. Bobbles and Lace may charge Franchisee $500.00 for any instance of non-compliance with the System Standards or the Agreement (other than Franchisee's non-payment of a fee owed to Bobbles and Lace) that Franchisee fails to cure after 30 days' notice. Bobbles and Lace may charge Franchisee an additional $250.00 per week until Franchisee ceases the non-compliance. This non-compliance fee is in addition to any of Bobbles and Lace's other rights and remedies including, without limitation, default and termination.

4.7 Reimbursement. Bobbles and Lace may, but is not obligated to, pay any amount that Franchisee owes to a supplier or other third party on Franchisee's behalf. Franchisee will pay the amount plus a 10% administrative charge to Bobbles and Lace within 15 days after invoice by Bobbles and Lace accompanied by reasonable documentation for the payment.

4.8 Payment Terms.

(a) Method of Payment. Franchisee will pay Royalty Fees, Marketing Fund Contributions, and any other amounts owed to Bobbles and Lace by pre-authorized bank draft or in any other manner Bobbles and Lace requires. Franchisee will comply with Bobbles and Lace's payment instructions.

(b) Calculation of Fees. Franchisee will report weekly Gross Sales to Bobbles and Lace by Tuesday of the following week. If Franchisee fails to report weekly Gross Sales, Bobbles and Lace may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to Bobbles and Lace and the Parties will reconcile the actual fees owed after Franchisee reports Gross Sales. Bobbles and Lace may remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Payment Fee. Franchisee will pay a $100.00 fee plus interest on the unpaid amount at a rate equal to the lesser of (i) 18% APR or (ii) the highest rate allowed by law if Franchisee does not make any payment to Bobbles and Lace in a timely manner.

(d) Insufficient Funds Fee. Bobbles and Lace may charge Franchisee the greater of (i) $30.00 or (ii) the highest amount allowed by law for any payment returned for insufficient funds.

(e) Collection Costs. Franchisee will repay any costs incurred by Bobbles and Lace (including reasonable attorney fees) in attempting to collect payments owed by Franchisee to Bobbles and Lace.

(f) Application. Bobbles and Lace may apply any payment received from Franchisee to any obligation and in any order Bobbles and Lace determines regardless of any designation by Franchisee.

(g) Independent Obligations and No Right of Set-Off. The obligations of Franchisee to pay to Bobbles and Lace any fees or amounts described in the Agreement are standalone covenants that are independent of Bobbles and Lace's performance obligations pursuant to the Agreement. Franchisee will make all payments without set-off or deduction unless Franchisee obtains Bobbles and Lace's prior approval.

(h) Taxes. Franchisee is responsible for all sales taxes, use taxes, and other taxes imposed on any fees payable by Franchisee to Bobbles and Lace or its affiliates for services or goods furnished to Franchisee by Bobbles and Lace or its affiliates unless the tax is an income tax.

ARTICLE 5. ASSISTANCE

5.1 Manual. Bobbles and Lace will make the Manual available to Franchisee during the term of the Agreement.

5.2 Pre-Opening Obligations.

(a) Selecting Franchisee's Business Site. Bobbles and Lace will review and advise Franchisee regarding potential sites for Franchisee's Business that Franchisee submits to Bobbles and Lace for Bobbles and Lace's approval. Bobbles and Lace will issue the Location Acceptance Letter when Bobbles and Lace approves a site for Franchisee's Business to be the Location. Bobbles and Lace will approve or disapprove of a proposed site for Franchisee's Business within 30 days after Franchisee submits all of the documents and information required by Bobbles and Lace. If the Parties cannot agree on a site for Franchisee's Business, Franchisee will be unable to comply with Franchisee's obligation to develop and open Franchisee's Business by the Opening Deadline. Unless the Parties agree to extend the Opening Deadline, Franchisee will be in default of the Agreement and the Agreement will be subject to termination by Bobbles and Lace in Bobbles and Lace's discretion.

(b) Constructing, Remodeling, or Decorating Franchisee's Business Site. Bobbles and Lace will advise Franchisee regarding the layout, design, and build-out of Franchisee's Business site. Bobbles and Lace is not obligated to assist Franchisee in conforming Franchisee's Business site to local ordinances and building codes and obtaining any required permits.

(c) Hiring and Training Employees. Bobbles and Lace's opening support includes assisting Franchisee in training employees. Notwithstanding the foregoing, all hiring decisions and conditions of employment are Franchisee's sole responsibility.

(d) Necessary Equipment, Signs, Fixtures, Opening Inventory, and Supplies. Bobbles and Lace will provide Franchisee with a list of Bobbles and Lace's specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open Franchisee's Business. Bobbles and Lace will not provide these items directly and only provides the names of approved suppliers. Bobbles and Lace will not deliver or install these items.

(e) Initial Training Program. Bobbles and Lace will conduct Bobbles and Lace's initial training program.

(f) Market Introduction Plan. Bobbles and Lace will advise you regarding the planning and execution of Franchisee's market introduction plan.

(g) Onsite Opening Support. Franchisee will provide a representative for onsite support for at least two days in connection with Franchisee's Business opening at Bobbles and Lace's expense.

5.3 Post-Opening Obligations.

(a) Developing Products or Services Franchisee Will Offer to Franchisee's Customers. Bobbles and Lace will refine and develop products or services that Franchisee will offer to Franchisee's customers in Bobbles and Lace's sole discretion.

(b) Hiring and Training Employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

(c) Improving and Developing Franchisee's Business; Problem Resolution. At Franchisee's request, Bobbles and Lace will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's Business and resolving problems Franchisee encounters to the extent Bobbles and Lace deems reasonable. If Bobbles and Lace provides in-person support in response to Franchisee's request, Bobbles and Lace may charge a fee plus any associated expenses (like travel, lodging, and meals) for employees providing onsite support.

(d) Establishing Prices. Bobbles and Lace may determine prices Franchisee charges for goods and services to the extent permitted by applicable law.

(e) Establishing Administrative, Bookkeeping, Accounting, and Inventory Control Procedures. Bobbles and Lace will provide Franchisee with Bobbles and Lace's recommended procedures for administration, bookkeeping, accounting, and inventory control. Bobbles and Lace may make any procedures part of the required (and not merely recommended) procedures for the System.

(f) Marketing Fund. Bobbles and Lace will administer the Marketing Fund and prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Bobbles and Lace's fiscal year. Bobbles and Lace will provide the financial statement to Franchisee upon request.

(g) Website. Bobbles and Lace will maintain the Website.

(h) Social Media. Franchisee will manage Franchisee's own social media platforms with Bobbles and Lace's guidance in accordance with Bobbles and Lace's policies, procedures, and guidelines.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory.

(a) Franchisee will find a potential Location within the Development Area described on the Summary and Location Acceptance Letter. Franchisee will submit its proposed Location to Bobbles and Lace for acceptance with all related information and documents Bobbles and Lace requests. A proposed Location will be deemed rejected if Bobbles and Lace does not accept the proposed Location in writing within 30 days of submission.

(b) Bobbles and Lace will issue a Location Acceptance Letter describing the Location and Territory after Bobbles and Lace accepts Franchisee's Location. Bobbles and Lace will determine the Territory in substantial accordance with Item 12 of Bobbles and Lace's Franchise Disclosure Document using Bobbles and Lace's reasonable discretion. The Territory will be smaller than the Development Area. If Bobbles and Lace fails to state the Territory in writing before Franchisee opens Franchisee's Business to the public, the Territory will be deemed to be the aggregate closest ZIP codes adjacent to the Location with a total population of 100,000 residents.

(c) **Bobbles and Lace's advice regarding a Location or acceptance of a Location is not a representation or warranty that Franchisee's Business will be successful. Bobbles and Lace has no liability to Franchisee with respect to the location of Franchisee's Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location, (i) Franchisee will submit the proposed lease to Bobbles and Lace for written approval prior to lease execution, (ii) the term of the lease (including renewal terms) must be for a period of not less than the then-current term of the Agreement, and (iii) Franchisee will use commercially reasonable efforts to obtain the landlord's signature on the Lease Rider.

6.3 Development. Franchisee will construct or remodel the Location in conformity with the System Standards. Franchisee will engage an architect licensed in the Location's jurisdiction if required by Bobbles and Lace. Franchisee will not begin any construction or remodeling work without first obtaining Bobbles and Lace's approval of Franchisee's plans for the Location. Bobbles and Lace may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee will not rely upon any information provided or opinions expressed by Bobbles and Lace or its representatives regarding any architectural, engineering, or legal matters (including, without limitation, the Americans With Disabilities Act) in the development and construction of Franchisee's Business, and Bobbles and Lace assumes no liability with respect thereto. Bobbles and Lace's inspection or approval to open Franchisee's Business is not a representation or a warranty that Franchisee's Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. The Principal Executive will complete Bobbles and Lace's training program for new franchisees to Bobbles and Lace's satisfaction at least four weeks before Franchisee's Business opens for business.

6.5 Conditions to Opening. Franchisee will notify Bobbles and Lace at least 30 days before Franchisee intends to open Franchisee's Business for business. Before opening, Franchisee will satisfy all of the following conditions:

(a) Franchisee is in compliance with the Agreement;

(b) Franchisee has obtained all applicable governmental permits, licenses, and authorizations;

(c) Franchisee's Business conforms to all applicable System Standards;

(d) Bobbles and Lace has inspected and approved Franchisee's Business;

(e) Franchisee has hired sufficient employees to operate Franchisee's Business in Bobbles and Lace's reasonable determination;

(f) Franchisee's officers and employees have completed all of Bobbles and Lace's required pre-opening training; and

(g) Bobbles and Lace has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee will open Franchisee's Business for business on or before the date stated on the Summary.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee will comply with all mandatory obligations contained in the Manual and with all other System Standards during the term of the Agreement at Franchisee's expense.

7.2 Compliance with Law. Franchisee and Franchisee's Business will comply with all applicable laws and regulations. Franchisee and Franchisee's Business will obtain and keep in force all required governmental permits, licenses, and authorizations.

7.3 Products, Services, and Methods of Sale. Franchisee's Business will offer all products and services, and only those products and services, prescribed by Bobbles and Lace in the Manual or otherwise in writing. Franchisee will make sales only to retail customers only at the Location. Unless otherwise approved by Bobbles and Lace, Franchisee will not make sales by any other means including, without limitation, by wholesale, by delivery, by mail order, over the Internet, or at temporary or satellite locations. Bobbles and Lace will remit the Online Sales Commission Fee to Franchisee for direct sales made by Bobbles and Lace in the month following the sales. Franchisee will maintain sufficient levels of inventory at all times. Franchisee will provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and in conformance with the System Standards. Franchisee will implement any guaranties, warranties, or similar commitments regarding products or services that Bobbles and Lace requires.

7.4 Prices. Franchisee acknowledges that the System Standards determined by Bobbles and Lace may include the minimum, maximum, or exact prices that franchisees may charge for products or services sold to the extent permitted by applicable law.

7.5 Personnel.

(a) Management. Franchisee's Business will be under the on-site supervision of the Principal Executive or a general manager who has completed Bobbles and Lace's training program at all times.

(b) Service. Franchisee will ensure its personnel render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee will ensure its personnel comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(d) Qualifications. Bobbles and Lace may set minimum qualifications for categories of employees employed by Franchisee.

(e) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel including, without limitation, recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Bobbles and Lace are not joint employers and no employee of Franchisee will be an agent or employee of Bobbles and Lace. Within seven days of Bobbles and Lace's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Bobbles and Lace) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors including, without limitation, employment applications, timecards, pay checks, and employment and independent contractor agreements. Franchisee will not use the Trademarks on any of these or any other employment-related documents.

7.6 Post-Opening Training. Bobbles and Lace may at any time require that the Principal Executive or any other employees complete training programs in any format at any location determined by Bobbles and Lace. Bobbles and Lace may charge a reasonable fee for any training programs. Bobbles and Lace may require Franchisee to provide training programs to its employees. Franchisee will pay all associated travel, living and other expenses if a training program is held at a location that requires travel by the attendees.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee will acquire and use all software and related systems required by Bobbles and Lace. Franchisee will enter into any subscription and support agreements that Bobbles and Lace requires. Franchisee will upgrade, update, or replace any software from time to time as Bobbles and Lace requires. Franchisee will protect the confidentiality and security of all software systems and abide by any System Standards related thereto. Franchisee will give Bobbles and Lace unlimited access to Franchisee's point-of-sale system and other software systems used in Franchisee's Business by any means Bobbles and Lace designates.

7.8 Customer Complaints. Franchisee will use its best efforts to promptly resolve any customer complaints. Bobbles and Lace may take any action Bobbles and Lace deems appropriate to resolve a customer complaint regarding Franchisee's Business. Bobbles and Lace may require Franchisee to reimburse Bobbles and Lace for any associated expenses.

7.9 Evaluation and Compliance Programs. Franchisee will participate in any programs required by Bobbles and Lace for obtaining customer evaluations, reviewing Franchisee's compliance with the System, or managing customer complaints including, without limitation, a customer feedback system, customer survey programs, and mystery shopping programs at Franchisee's expense. Bobbles and Lace will share the results of these programs with Franchisee as they pertain to Franchisee's Business. Franchisee will meet or exceed any minimum score requirements set by Bobbles and Lace for the programs. Bobbles and Lace may set minimum scores that Franchisee must receive from the public on Internet review sites including, without limitation, Google and Yelp.

7.10 Payment Systems. Franchisee will accept payment from customers in any form or manner Bobbles and Lace designates which may include, without limitation, cash, specific credit or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems. Franchisee will purchase or lease all equipment and enter into all business relationships necessary to accept payments as Bobbles and Lace requires. Franchisee will comply with payment card industry data security standards (PCI-DSS) at all times.

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. Franchisee will sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs designated by Bobbles and Lace in the manner specified by Bobbles and Lace in the Manual or otherwise in writing at Franchisee's expense. Franchisee will honor all valid gift cards and other pre-paid systems whether issued by Franchisee's

Business or another Business. Franchisee will comply with all of Bobbles and Lace's procedures and specifications relating to gift cards, certificates, other pre-paid systems, or customer loyalty, membership/subscription, or incentive programs.

7.12 Maintenance and Repair. Franchisee will keep Franchisee's Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. Franchisee will promptly perform all work on Franchisee's Business premises Bobbles and Lace prescribes from time to time including, without limitation, periodic interior and exterior painting, resurfacing of the parking lot, roof repairs, and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment, or décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards, Bobbles and Lace may require Franchisee to undertake and complete a Remodel to Bobbles and Lace's satisfaction in Bobbles and Lace's discretion. Franchisee will complete the Remodel within the timeframe Bobbles and Lace specifies. Bobbles and Lace may require Franchisee to submit plans for Bobbles and Lace's reasonable approval prior to commencing a required Remodel. Bobbles and Lace's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the then-current term (except that a Remodel may be required as a condition to renewal of the then-current term or a Transfer) and (ii) a Remodel will not be required more than once every five years.

7.14 Meetings. The Principal Executive will use reasonable efforts to attend all in-person meetings and remote meetings that Bobbles and Lace requires including, without limitation, any national or regional brand conventions. The Principal Executive may not fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee will obtain and maintain insurance policies in the types and amounts Bobbles and Lace specifies in the Manual. If not specified in the Manual, Franchisee will maintain at least the following insurance coverage:

(i) "Special" causes of loss coverage forms with fire, crime, vandalism, malicious mischief, and extended coverage for all property of Franchisee's Business for full repair and replacement value;

(ii) Business interruption insurance for at least twelve months of income;

(iii) Commercial general liability insurance including products liability and broad form commercial liability coverage written on an "occurrence" policy form with not less than a $1,000,000 single limit per occurrence and a $2,000,000 aggregate limit;

(iv) Business automobile liability insurance including owned, leased, non-owned, and hired automobiles coverage of not less than $1,000,000, and

(v) Workers' compensation coverage as required by law.

(b) Franchisee's insurance policies (other than workers' compensation policies) will (i) list Bobbles and Lace and its affiliates as an additional insured, (ii) include a waiver of subrogation in favor of Bobbles and Lace and its affiliates, (iii) be primary and non-contributing with any insurance carried

by Bobbles and Lace or its affiliates, and (iv) stipulate that Bobbles and Lace will receive 30 days' prior written notice of cancellation.

(c) Franchisee will provide Certificates of Insurance evidencing the required coverage to Bobbles and Lace prior to opening Franchisee's Business for business and upon annual renewal of the insurance coverage or at any other time at Bobbles and Lace's request.

7.16 Obligations to Third Parties. Franchisee will pay all vendors and suppliers in a timely manner. Franchisee will pay all taxes when due. Franchisee will comply with the terms of any loan and make all loan payments when due if Franchisee borrows money. Franchisee will comply with Franchisee's lease for the Location and make all rent payments when due if Franchisee leases the Location.

7.17 Public Relations. Franchisee will not make any public statements including, without limitation, giving interviews or issuing press releases regarding Bobbles and Lace, Franchisee's Business, or any particular incident or occurrence relating to Franchisee's Business without Bobbles and Lace's prior written approval.

7.18 Association with Causes. Franchisee will not (i) donate money, products, or services to any charitable, political, religious, or other organization or cause or (ii) act in support of any organization or cause in the name of Franchisee's Business without Bobbles and Lace's prior written approval.

7.19 No Other Activity Associated with Franchisee's Business. Franchisee will not engage in any business or other activity at the Location other than operation of Franchisee's Business. Franchisee will not use assets of Franchisee's Business for any purpose other than operating Franchisee's Business. Franchisee will not own or operate any other business except Businesses if Franchisee is an entity.

7.20 No Third Party Management. Franchisee will not engage a third party management company to manage or operate Franchisee's Business without Bobbles and Lace's prior written approval which will not be unreasonably withheld.

7.21 Identification. Franchisee will identify itself as the independent owner of Franchisee's Business as Bobbles and Lace directs. Franchisee will display signage prescribed by Bobbles and Lace identifying Franchisee's Business as an independently owned franchise.

7.22 Business Practices. Franchisee will be honest and fair in all interactions with customers, employees, vendors, governmental authorities, and other third parties. Franchisee will comply with any code of ethics or statement of values provided by Bobbles and Lace. Franchisee will not take any action which may injure the goodwill associated with the Trademarks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee will acquire all Inputs Bobbles and Lace requires in accordance with the System Standards. Bobbles and Lace may require Franchisee to purchase or lease any Inputs from Bobbles and Lace, Bobbles and Lace's designees, Approved Vendors, Required Vendors, or pursuant to Bobbles and Lace's specifications. Bobbles and Lace may change any related requirement or the status of any vendor in Bobbles and Lace's discretion at any time.

8.2 Alternate Vendor Approval. Franchisee will submit a written request for approval and any information, specifications, and samples requested by Bobbles and Lace if Bobbles and Lace requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor and Franchisee desires to purchase the Input from another vendor. Bobbles and Lace may approve or

disapprove the alternative vendor in its sole discretion. Bobbles and Lace may condition its approval on any criteria Bobbles and Lace deems appropriate including, without limitation, evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability, inspections, product testing, and performance reviews. Bobbles and Lace will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. Franchisee will submit a written request for approval and any information, specifications, and samples requested by Bobbles and Lace if Bobbles and Lace requires Franchisee to purchase a particular Input and Franchisee desires to purchase an alternate to the Input. Bobbles and Lace may approve or disapprove the alternative Input in its sole discretion. Bobbles and Lace will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Bobbles and Lace may negotiate prices and terms with vendors on behalf of the System. Bobbles and Lace may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Bobbles and Lace may, but is not obligated to, collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and impose a reasonable markup or charge for administering the payment program. Bobbles and Lace may implement a centralized purchasing system. Bobbles and Lace may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on any terms and conditions Bobbles and Lace determines.

8.5 No Liability of Franchisor. Bobbles and Lace will have no liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor including, without limitation, defects, delays, or the unavailability of products or services.

8.6 Product Recalls. If Bobbles and Lace or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of an item or otherwise notifies Franchisee that an item is defective or dangerous, Franchisee will immediately cease using or selling the item. Franchisee will comply with all instructions from Bobbles and Lace or the vendor, supplier, or manufacturer of the item with respect to the item including, without limitation, the recall, repair, or replacement of the item at Franchisee's expense.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee will not conduct any marketing, advertising, or public relations activities including, without limitation, in-store marketing, websites, online advertising, social media marketing or presence, and sponsorships that have not been approved by Bobbles and Lace. Bobbles and Lace may, but is not obligated to, operate all "social media" accounts on behalf of the System or permit franchisees to operate one or more accounts. Franchisee will comply with the System Standards regarding marketing, advertising, and public relations including, without limitation, any social media policy that Bobbles and Lace prescribes. Franchisee will implement any marketing plans or campaigns determined by Bobbles and Lace.

9.2 Use by Bobbles and Lace. Bobbles and Lace may use any marketing materials or campaigns developed by or on behalf of Franchisee. Franchisee grants an unlimited, perpetual, royalty-free license to Bobbles and Lace for this purpose.

9.3 Marketing Fund. Bobbles and Lace has established the Marketing Fund to promote the System on a local, regional, national, and international level subject to the following conditions:

(a) Account. Bobbles and Lace is not required to hold the Marketing Fund Contributions in a financial account separate from Bobbles and Lace's other accounts;

(b) Use. Bobbles and Lace may use the Marketing Fund for any activities that Bobbles and Lace believes, in its sole judgment, will help market the System including, without limitation, social media activities, production and placement of media advertising, media relations, salaries and administrative costs, creating and testing direct response literature, website development and management, direct mailings, brochures, collateral material, advertising, surveys, or other public relations expenditures including agency costs and commissions and for other similar expenses. In any fiscal year, an amount greater or less than the aggregate contribution of all franchisees to the Marketing Fund in that year may be spent. The Marketing Fund may borrow from Bobbles and Lace or other lenders to cover deficits or invest any surplus for future use. Any amounts that remain in the Marketing Fund at the end of each year will accrue and may be applied toward the next year's expenses;

(c) Discretion. Marketing Fund expenditures need not be proportionate to Franchisee's Marketing Fund Contributions nor provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at Bobbles and Lace's sole discretion. Bobbles and Lace has no fiduciary duty with respect to the Marketing Fund;

(d) Contribution by Other Businesses. Bobbles and Lace is not obligated to (i) require any other Businesses (whether owned by other franchisees or by Bobbles and Lace or its affiliates) contribute to the Marketing Fund, or (ii) require other Businesses that contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee;

(e) Surplus or Deficit. Bobbles and Lace may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. Bobbles and Lace may loan funds to the Marketing Fund on reasonable terms if the Marketing Fund operates at a deficit or requires additional funds at any time; and

(f) Financial Statement. Bobbles and Lace will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Bobbles and Lace's fiscal year and provide the financial statement to Franchisee upon request.

9.4 Cooperatives. Bobbles and Lace may establish a Cooperative in any geographical area. Franchisee will immediately become a member of the Cooperative if a Cooperative for the geographic area encompassing the Location was established before or when Franchisee's Business commences operations. Franchisee will become a member of the Cooperative within 30 days of notice from Bobbles and Lace if a Cooperative for the geographic area encompassing the Location is established after Franchisee's Business commences operations. Bobbles and Lace will not require Franchisee to be a member of more than one Cooperative. If Bobbles and Lace establishes a Cooperative:

(a) Governance. Each Cooperative will be organized and governed in a form and manner and commence operations on a date determined by Bobbles and Lace. Bobbles and Lace may require a Cooperative to adopt bylaws or regulations prepared by Bobbles and Lace. Unless otherwise specified by Bobbles and Lace, the activities carried on by each Cooperative will be decided by a majority vote of its members. Bobbles and Lace will be entitled to attend and participate in any meeting of a Cooperative. Any Business owned by Bobbles and Lace in the Cooperative will have the same voting rights as those owned by franchisees. Each franchisee will be entitled to one vote per Business operated within the Cooperative; provided, however, that a franchisee will not be entitled to vote if it is in default under its franchise agreement. If the members of a Cooperative are unable or fail to determine the manner

in which Cooperative monies will be spent, Bobbles and Lace may assume this decision-making authority after ten days' notice to the members of the Cooperative;

(b) Purpose. Each Cooperative will be devoted exclusively to administering regional advertising and marketing programs and developing standardized promotional materials for use by the members in local advertising and promotion subject to Bobbles and Lace's approval;

(c) Approval. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without Bobbles and Lace's prior approval pursuant to Section 9.1. Bobbles and Lace may designate the national or regional advertising agencies used by a Cooperative;

(d) Funding. A majority vote of the Cooperative will determine the dues to be paid by members of a Cooperative, but the dues will be no less than 1% and no more than 5% of Gross Sales;

(e) Enforcement. Only Bobbles and Lace will have the right to enforce the obligations of franchisees who are members of a Cooperative to contribute to the Cooperative; and

(f) Termination. Bobbles and Lace may terminate any Cooperative. Any funds left in a Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Local Marketing. Bobbles and Lace recommends that Franchisee spend at least 2% of Franchisee's Gross Sales each month to market Franchisee's Business after Franchisee's Business opens for business. Franchisee will furnish spending records upon Bobbles and Lace's request.

9.6 Market Introduction Plan. Franchisee will develop a market introduction plan and obtain Bobbles and Lace's approval of Franchisee's market introduction plan at least 30 days before the projected opening date of Franchisee's Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee will use any customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems Bobbles and Lace specifies in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee will provide any periodic financial reports Bobbles and Lace specifies in the Manual or otherwise in writing including:

(i) A monthly profit and loss statement and balance sheet for Franchisee's Business within 30 days after the end of each calendar month;

(ii) An annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for Franchisee's Business within 90 days after the end of each calendar year; and

(iii) Any information Bobbles and Lace requests to prepare a financial performance representation for Bobbles and Lace's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee will promptly notify Bobbles and Lace of any Action or threatened Action by any customer, governmental authority, or other third party

against Franchisee or Franchisee's Business, or otherwise involving Franchisee or Franchisee's Business. Franchisee will provide any documents and information related to an Action that Bobbles and Lace requests.

(c) Government Inspections. Franchisee will give Bobbles and Lace copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to Franchisee's Business within three days of Franchisee's receipt.

(d) Other Information. Franchisee will submit to Bobbles and Lace any other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to Franchisee's Business as specified in the Manual or that Bobbles and Lace reasonably requests.

10.3 Initial Investment Report. Franchisee will submit a report to Bobbles and Lace detailing Franchisee's investment costs to develop and open Franchisee's Business with costs allocated to the categories described in Item 7 of Bobbles and Lace's franchise disclosure document and with any other information Bobbles and Lace requests within 120 days after Franchisee's Business opens for business.

10.4 Business Records. Franchisee will keep complete and accurate books and records reflecting all expenditures and receipts of Franchisee's Business with supporting documents including, without limitation, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks, and paid invoices for at least three years. Franchisee will keep any other business records Bobbles and Lace specifies in the Manual or otherwise in writing.

10.5 Records Audit. Bobbles and Lace may examine and audit all books, records, and supporting documentation related to Franchisee's Business at any reasonable time. Bobbles and Lace may conduct the audit at the Location or require Franchisee to deliver copies of the books, records, and supporting documentation to a location Bobbles and Lace designates. Franchisee will reimburse Bobbles and Lace for all costs and expenses of an examination or audit if (i) Bobbles and Lace conducted the audit because Franchisee failed to submit required reports or was otherwise in non-compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any four-week period.

ARTICLE 11. BOBBLES AND LACE RIGHTS

11.1 Manual Modification. The Manual or any part of the Manual may be in any form or media Bobbles and Lace determines. Bobbles and Lace may supplement, revise, or modify the Manual or change, add, or delete System Standards in Bobbles and Lace's discretion at any time. Bobbles and Lace may inform Franchisee by any method that Bobbles and Lace deems appropriate (which need not qualify as "notice" under Section 18.10). If any dispute regarding the contents of the Manual arises, Bobbles and Lace's master copy will control.

11.2 Inspections. Bobbles and Lace may enter Franchisee's Business premises during normal business hours to conduct an inspection. Franchisee will cooperate with Bobbles and Lace's inspectors. An inspection may include, without limitation, observing operations, conducting a physical inventory count, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, or removing samples of products, supplies, and materials. Bobbles and Lace may record and take photographs of the inspection and Franchisee's Business. Bobbles and Lace may set a minimum score requirement for inspections and Franchisee's failure to meet or exceed the minimum score will be a default of the Agreement. Without limiting Bobbles and Lace's other rights under the Agreement, Franchisee will correct any deficiencies noted during an inspection as soon as is reasonably practical. Bobbles and Lace may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee if Bobbles and

Lace conducts an inspection because of a governmental report, customer complaint, other customer feedback, Franchisee's default of the Agreement, or Franchisee's non-compliance with any System Standard (including addressing a previous failed inspection).

11.3 Bobbles and Lace's Right to Cure. Bobbles and Lace may, but has no obligation to, take any action to cure a default on behalf of Franchisee without any liability to Franchisee. Franchisee will reimburse Bobbles and Lace for its costs and expenses including, without limitation, the allocation of any internal costs for the action plus a 10% administrative fee if Franchisee breaches or defaults under any provision of the Agreement.

11.4 Right to Discontinue Supplies Upon Default. Bobbles and Lace may (i) require that Franchisee pay cash on delivery for products or services supplied by Bobbles and Lace, (ii) stop selling or providing any products and services to Franchisee, or (iii) request any third party vendors to not sell or provide products or services to Franchisee while Franchisee is in default or breach of the Agreement. No action by Bobbles and Lace will be deemed a breach or constructive termination of the Agreement, change in competitive circumstances, or similarly characterized and Franchisee will not be relieved of any obligations under the Agreement because of the action. These rights are in addition to any other right or remedy available to Bobbles and Lace.

11.5 Business Data. All individual customer data and other non-public data generated by Franchisee's Business other than data generated by Franchisee's Business relating to employees and personal data subject to applicable privacy laws is Confidential Information and exclusively owned by Bobbles and Lace. Bobbles and Lace licenses the data back to Franchisee without charge solely for Franchisee's use in connection with Franchisee's Business during the term of the Agreement.

11.6 Innovations. Franchisee will disclose to Bobbles and Lace all Innovations. Bobbles and Lace will automatically own all Innovations and have the right to use and incorporate any Innovations into the System without any compensation to Franchisee. Franchisee will execute any documents reasonably requested by Bobbles and Lace to document Bobbles and Lace's ownership of Innovations.

11.7 Communication Systems. Franchisee has no expectation of privacy with respect to any assigned email accounts or other communications systems. Franchisee authorizes Bobbles and Lace to access any related communications if Bobbles and Lace provides email accounts or other communication systems to Franchisee.

11.8 Communication with Employees. Franchisee irrevocably authorizes Bobbles and Lace to communicate with Franchisee's employees and contractors about any matter related to the System or Franchisee's Business. Franchisee will not prohibit any employee or contractor from communicating with Bobbles and Lace on any matter related to the System or Franchisee's Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes Bobbles and Lace to communicate with Franchisee's landlord, lenders, prospective landlord, and lenders about matters relating to Franchisee's Business or to provide information about Franchisee's Business to them.

11.10 Delegation. Bobbles and Lace may delegate any duty or obligation of Bobbles and Lace under the Agreement to an affiliate or to a third party.

11.11 System Variations. Bobbles and Lace may vary or waive any System Standard for any Business due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other

condition relevant to the performance of Franchisee's Business. Franchisee is not entitled to the same variation or waiver.

ARTICLE 12. TRADEMARKS

12.1 Authorized Trademarks. Franchisee will use no trademarks, service marks, or logos in connection with Franchisee's Business other than the Trademarks without Bobbles and Lace's prior written permission. Franchisee will use all Trademarks specified by Bobbles and Lace in the manner Bobbles and Lace requires. Franchisee has no rights in the Trademarks other than the right to use them in the operation of Franchisee's Business in compliance with the Agreement. All use of the Trademarks by Franchisee and any goodwill associated with the Trademarks including, without limitation, any goodwill arising due to Franchisee's operation of Franchisee's Business will inure to Bobbles and Lace's exclusive benefit.

12.2 Change of Trademarks. Bobbles and Lace may add, modify, or discontinue any Trademarks in Bobbles and Lace's discretion. Franchisee will comply with any addition, modification, or discontinuance within a reasonable time that will not exceed 90 days after Bobbles and Lace notifies Franchisee of the addition, modification, or discontinuance at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee uses the Trademarks in strict compliance with the Agreement and the System Standards, Bobbles and Lace will (i) defend Franchisee against any Action by a third party alleging infringement by Franchisee's use of the Trademarks at Bobbles and Lace's expense, and (ii) indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee will promptly notify Bobbles and Lace if Franchisee becomes aware of any possible infringement of the Trademarks by a third party. Bobbles and Lace may commence or join any claim against the infringing party at Bobbles and Lace's discretion.

(c) Control. Bobbles and Lace will have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Trademarks.

12.4 Name. Franchisee will not use the words "Bobbles & Lace" or any confusingly similar words in its legal name if Franchisee is an entity.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee will (i) adhere to all procedures prescribed by Bobbles and Lace for maintaining confidentiality, (ii) disclose Confidential Information to Franchisee's employees only to the extent necessary for the operation of Franchisee's Business, (iii) not use any Confidential Information in any other business or in any manner not specifically authorized in writing by Bobbles and Lace, (iv) exercise the highest degree of diligence and effort to maintain the confidentiality of all Confidential Information during and after the term of the Agreement, (v) not copy or otherwise reproduce any Confidential Information, and (vi) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Bobbles and Lace except for Confidential Information that Bobbles and Lace licenses from another person or entity. This Section 13.1 will survive the termination or expiration of the Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) In-term Restriction. None of the Franchisee Parties will directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by any Competitor during the term of the Agreement.

(b) Post-term Restriction. For two years after the Agreement expires or is terminated for any reason (or for two years after a Transfer), none of the Franchisee Parties will directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by any Competitor within three miles of the Territory or the territory of any other Business operating on the date of expiration, termination, or Transfer. The area of non-competition will be the Development Area and the territory of any other Business operating on the date of termination if the Agreement is terminated before the Territory is determined.

(c) Interpretation. Each of the foregoing covenants is independent of any other covenant or provision of the Agreement. If any portion of the covenants in this Section 13.2 is held to be unenforceable or unreasonable by any arbitrator or court, then the arbitrator or court will modify the restriction to the extent reasonably necessary to protect the legitimate business interests of Bobbles and Lace. The existence of any alleged claim Franchisee may have against Bobbles and Lace will not constitute a defense to Bobbles and Lace's enforcement of the covenants of this Section 13.2. The restrictive period will be extended an additional day for each day of noncompliance if a Franchisee Party fails to comply with the obligations under this Section 13.2 during the restrictive period.

13.3 General Manager and Key Employees. Franchisee will cause its general manager and other key employees reasonably designated by Bobbles and Lace to sign Bobbles and Lace's then-current form of confidentiality agreement at Bobbles and Lace's request unless prohibited by applicable law (Attachment 7).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate the Agreement only if Bobbles and Lace allegedly violates a material provision of the Agreement and fails to cure or to make substantial progress toward curing the alleged default within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee will be effective ten days after Bobbles and Lace receives written notice of termination.

14.2 Termination by Bobbles and Lace.

(a) Ten-Day Cure Period. Bobbles and Lace may terminate the Agreement if Franchisee does not make any payment to Bobbles and Lace when due or if Franchisee does not have sufficient funds in its account when Bobbles and Lace attempts an electronic funds withdrawal and Franchisee fails to cure the non-payment within ten days after Bobbles and Lace gives notice to Franchisee of the default.

(b) 30-Day Cure Period. Bobbles and Lace may terminate the Agreement if Franchisee breaches the Agreement in any manner not described in Section 14.2(a) or Section 14.2(c) and Franchisee fails to cure the default to Bobbles and Lace's satisfaction within 30 days after Bobbles and Lace gives notice to Franchisee of the default.

(c) No Cure Period. Bobbles and Lace may immediately terminate the Agreement by giving notice to Franchisee of the following defaults without opportunity to cure:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee or breaches any representation in the Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Bobbles and Lace;

(iii) A receiver or trustee for is appointed by any court for all or substantially all of Franchisee's property relating to Franchisee's Business, Franchisee makes a general assignment for the benefit of Franchisee's creditors, Franchisee is unable to pay Franchisee's debts as they become due, a levy or execution is made against Franchisee's Business, an attachment or lien remains on Franchisee's Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, a petition in bankruptcy is filed by Franchisee, a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open Franchisee's Business for business by the date specified on the Summary;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2, Section 13.1, Section 13.2, or Article 15 or commits any other default of the Agreement which by its nature cannot be cured;

(vii) Franchisee abandons or ceases operation of Franchisee's Business for more than three consecutive days or otherwise indicates Franchisee's intent to abandon Franchisee's Business;

(viii) Franchisee or any Owner slanders or libels Bobbles and Lace or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Bobbles and Lace or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) Franchisee's Business is operated in a manner that constitutes a significant danger to the health or safety of any person in Bobbles and Lace's reasonable opinion and Franchisee fails to cure the danger within 36 hours after becoming aware of the danger due to notice from Bobbles and Lace, a regulatory authority, or otherwise;

(xi) Franchisee commits a default on at least two occasions and Franchisee commits another default of the Agreement within a twelve-month period regardless of whether or not the defaults were cured;

(xii) Bobbles and Lace or any affiliate terminates any other agreement with Franchisee or any affiliate due to the breach of the other agreement by Franchisee or its affiliate; provided, however, that termination of a Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement with Franchisee or Franchisee's affiliate will not give Bobbles and Lace the right to terminate the Agreement;

(xiii) Franchisee or any Owner is charged with, pleads guilty or no contest to, or is convicted of a felony; or

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act or Franchisee or any Owner commits any act or series of acts that is likely to materially and unfavorably affect the Bobbles & Lace brand in Bobbles and Lace's reasonable opinion.

14.3 Effect of Termination. Upon termination or expiration of the Agreement, all obligations that by their terms or by reasonable implication survive termination including, without limitation, those pertaining to non-competition, confidentiality, indemnity, and dispute resolution will remain in effect and Franchisee will immediately:

(a) Pay all amounts owed to Bobbles and Lace based on Franchisee's operation of Franchisee's Business through the effective date of termination or expiration;

(b) Return all copies of the Manual, Confidential Information, and any other materials provided by Bobbles and Lace to Franchisee or created by a third party for Franchisee relating to the operation of Franchisee's Business and all items containing any Trademarks, copyrights, or other proprietary items to Bobbles and Lace and delete all Confidential Information and proprietary materials from electronic devices;

(c) Notify telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories, and listings associated with any of the Trademarks and authorize their transfer to Bobbles and Lace or any new franchisee Bobbles and Lace prescribes. Franchisee irrevocably appoints Bobbles and Lace as its true and lawful attorney-in-fact with full power of substitution which appointment is coupled with an interest to execute any necessary or appropriate directions and authorizations to accomplish the foregoing; and

(d) Cease doing business using any of the Trademarks.

14.4 Deidentification. Franchisee will deidentify the Location so that it no longer contains the Trademarks, signage, or any trade dress of a Business to Bobbles and Lace's reasonable satisfaction within 30 days after termination or expiration at Franchisee's expense. Franchisee will comply with any reasonable instructions and procedures prescribed by Bobbles and Lace for deidentification. Bobbles and Lace may enter the Location to remove the Trademarks and deidentify the Location if Franchisee fails to do so within 30 days after expiration or termination. Bobbles and Lace will neither be charged with trespass nor be accountable or required to pay for any assets removed or damage caused by Bobbles and Lace.

14.5 Liquidated Damages. If Bobbles and Lace terminates the Agreement based upon Franchisee's default or if Franchisee purports to terminate the Agreement except as permitted under Section 14.1, within ten days thereafter Franchisee will pay to Bobbles and Lace a lump sum, as liquidated damages and not as a penalty, equal to the greater of (i) the average weekly Royalty Fees and Marketing Fund Contributions that Franchisee owed to Bobbles and Lace under the Agreement for the 51-week period preceding the date on which Franchisee ceased operating Franchisee's Business without regard to any fee waivers or reductions granted to Franchisee multiplied by the lesser of (y) 102, or (z) the number of weeks remaining in the then-current term of the Agreement. If Franchisee has not operated Franchisee's Business for at least 51 weeks, the amount of liquidated damages will equal the average weekly Royalty Fees and Marketing Fund Contributions that Franchisee owed to Bobbles and Lace during the period that Franchisee operated Franchisee's Business; the "average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Bobbles and Lace" will not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions set forth in an addendum to the Agreement unless this Section 14.5 is specifically amended in the addendum, or (ii) $50,000.00. Franchisee acknowledges that a

precise calculation of the full extent of Bobbles and Lace's damages under these circumstances is difficult to determine and the method of calculation of the liquidated damages payment as set forth in this Section 14.5 is reasonable. Franchisee's liquidated damages payment to Bobbles and Lace under this Section 14.5 will be in lieu of any direct monetary damages that Bobbles and Lace may incur as a result of Bobbles and Lace's loss of Royalty Fees and Marketing Fund Contributions that would have been owed to Bobbles and Lace after the date of termination; provided, however, that the liquidated damages payment will be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Bobbles and Lace's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Bobbles and Lace is entitled under the Agreement. Except as provided in this Section 14.5, Franchisee's liquidated damages payment will be in addition to any other right or remedy that Bobbles and Lace may have under the Agreement or otherwise.

14.6 Purchase Option. Upon the expiration or termination of the Agreement, Bobbles and Lace may, but is not obligated to, purchase any of the assets related to Franchisee's Business and require Franchisee to assign its lease or sublease to Bobbles and Lace. To exercise this option, Bobbles and Lace will notify Franchisee no later than 30 days after expiration or termination of the Agreement. The purchase price for all assets that Bobbles and Lace elects to purchase will be the lower of (i) the book value of the assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the Parties cannot agree on the fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both Parties. The Parties will equally share the cost of the appraisal. Bobbles and Lace's purchase will be of assets free and clear of all liens and will not include any liabilities of Franchisee. The purchase price for the assets will not include any factor or increment for any trademark or other commercial symbol used in connection with Franchisee's Business, the value of any intangible assets, or any goodwill or "going concern" value for Franchisee's Business. Bobbles and Lace may withdraw its exercise of the purchase option at any time before payment for the assets is made. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Bobbles and Lace. If Bobbles and Lace exercises the purchase option, Bobbles and Lace may deduct from the purchase price (i) all amounts due from Franchisee, (ii) Franchisee's portion of the cost of any appraisal conducted hereunder, and (iii) amounts paid or to be paid by Bobbles and Lace to cure defaults under Franchisee's lease and amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Bobbles and Lace may pay a portion of the purchase price directly to the lienholder to pay off the lien. Bobbles and Lace may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities have been paid. Bobbles and Lace may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Bobbles and Lace. Bobbles and Lace may transfer or assign the Agreement or any of its rights or obligations under the Agreement to any person or entity. Bobbles and Lace may undergo a change in ownership or control without Franchisee's consent.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in the Agreement are personal to Franchisee and that Bobbles and Lace entered into the Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Franchisee will not conduct or undergo a Transfer without providing Bobbles and Lace at least 60 days prior notice of the proposed Transfer and obtaining Bobbles and Lace's consent. Bobbles and Lace may impose reasonable conditions as a condition of granting consent including, without limitation, the following:

(a) Bobbles and Lace receives a $10,000 transfer fee plus any broker fees and other out-of-pocket costs incurred by Bobbles and Lace;

(b) The proposed transferee and its owners have completed Bobbles and Lace's franchise application processes, met Bobbles and Lace's then-applicable standards for new franchisees, and been approved by Bobbles and Lace as franchisees;

(c) The proposed transferee is not a Competitor;

(d) The proposed transferee executes Bobbles and Lace's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than the Agreement; provided, however, that the proposed transferee will not be required to pay an initial franchise fee;

(e) All owners of the proposed transferee provide a guarantee in accordance with Section 2.5;

(f) Franchisee has paid all monetary obligations to Bobbles and Lace, its affiliates, and any lessor, vendor, supplier, or lender to Franchisee's Business and Franchisee is not otherwise in default or breach of the Agreement or of any other obligation owed to Bobbles and Lace or its affiliates;

(g) The proposed transferee and its owners and employees undergo any training Bobbles and Lace requires;

(h) Franchisee, its Owners, the transferee, and its owners execute a general release of Bobbles and Lace in a form satisfactory to Bobbles and Lace; and

(i) Franchisee's Business fully complies with the System Standards.

15.3 Transfer for Convenience of Ownership. Franchisee may Transfer the Agreement if Franchisee is an individual to an entity formed for convenience of ownership upon at least 15 days' notice to Bobbles and Lace if prior to the Transfer (i) Franchisee provides the information required by Section 2.3, (ii) Franchisee provides copies of the entity's charter documents, by-laws, operating agreement, and similar documents upon Bobbles and Lace's request, (iii) Franchisee owns all voting securities of the entity, and (iv) Franchisee provides a guarantee in accordance with Section 2.5.

15.4 Transfer Upon Death or Incapacity. Upon Franchise's death or incapacity (or if Franchisee is an entity, the death or incapacity of the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person will Transfer Franchisee's Business to a third party approved by Bobbles and Lace or to another person who was an Owner at the time of death or incapacity of the largest Owner within nine months after the death or incapacity. The transfer will comply with Section 15.2.

15.5 Bobbles and Lace's Right of First Refusal. Before Franchisee or any Owner conducts a Transfer (except under Section 15.3 or Section 15.4), Bobbles and Lace will have the right of first refusal set forth in this Section 15.5. Franchisee or its Owners will provide a copy of the terms and conditions of any Transfer to Bobbles and Lace. For a period of 30 days from the date of Bobbles and Lace's receipt, Bobbles and Lace will have the right, exercisable by notice to Franchisee, to purchase the assets of Franchisee's Business subject to the proposed Transfer for the same price and on the same terms and conditions (except that if some or all of the purchase price is not payable in cash, Bobbles and Lace may pay the equivalent value in cash for the purchase price). Franchisee may proceed with the Transfer subject to the other terms and conditions of the Agreement if Bobbles and Lace does not exercise the right of first refusal described in this Section 15.5.

15.6 No Sublicense. Franchisee has no right to sublicense the Trademarks or any of Franchisee's rights under the Agreement.

15.7 No Lien on Agreement. Franchisee will not grant a security interest in the Agreement to any person or entity. Franchisee will ensure any secured party expressly exempts the Agreement from the security interest if Franchisee grants an "all assets" security interest to any lender or other secured party.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee will indemnify and defend the Bobbles and Lace Parties against all Losses in any Action by or against any Bobbles Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of Franchisee's Business. Notwithstanding the foregoing, Franchisee will not be obligated to indemnify an Indemnitee from Actions arising from an Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action will not relieve Franchisee of the indemnity obligation except to the extent that the delay or failure materially prejudices Franchisee. Franchisee will not settle an Action without the Indemnitee's consent. This indemnification obligation will continue after the expiration, termination, or Transfer of the Agreement.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action including, without limitation, negotiation and settlement at Franchisee's expense. Any undertaking will not diminish Franchisee's obligation to indemnify the Bobbles and Lace Parties.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Mediation and Arbitration.

(a) Disputes Subject to Non-Binding Mediation. Except as expressly provided in Section 17.1(d), any controversy or claim between the Parties will first be submitted to non-binding mediation in accordance with the Commercial Mediation Procedures promulgated by the AAA.

(b) Disputes Subject to Arbitration. If the Parties cannot fully resolve and settle a dispute through direct mediation within 30 days after the mediation conference concludes, all unresolved issues involved in the dispute will be submitted to binding arbitration by the AAA upon demand of either Party. A notice or request for arbitration will not operate to stay, postpone, or rescind the effectiveness of any demand for performance or notice of termination. The arbitration proceeding will be before one neutral arbitrator with franchise law experience appointed by the AAA in accordance with the then-current or successor commercial arbitration rules promulgated by the AAA. Except as otherwise provided in the agreement, arbitration will be conducted in accordance with the then-current or successor commercial arbitration rules promulgated by the AAA. The arbitrator will follow and apply the express provisions of the Agreement in determining an arbitration award. The arbitrator will not extend, modify, or suspend any of the terms of the Agreement or the reasonable standards of business performance and operation established by Bobbles and Lace. The arbitrator will be bound to apply the applicable law and will not rule inconsistently with applicable law. In any arbitration proceeding, each Party will submit or file any claim that would constitute a compulsory counterclaim as defined by the Federal Rules of Civil Procedure within the same proceeding as the claim it relates to. Any claim that is not submitted or filed as required is forever barred. Upon the written request of the other Party, a Party will promptly provide the other Party with copies of documents relevant to the issues raised by any claim or counterclaim that the producing Party may rely upon in support of or in opposition to any claim or defense. Any dispute regarding discovery or the relevance or scope will be resolved by the arbitrator. All discovery will be completed within 60 days

following appointment of the arbitrator. At the request of either Bobbles and Lace or Franchisee, the arbitrator will have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems the additional discovery relevant and appropriate. Depositions will be limited to a maximum of five per Party and held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator for good cause shown. Each deposition will be limited to a maximum of six hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. The arbitrator will not have the authority to declare any generic, descriptive, or other trademark invalid. The arbitrator may not consider any settlement discussions between the Parties. Any award will be made within nine months of the filing of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. This time limit may be extended by the Parties or arbitrator as necessary. Any award will include findings of fact and conclusions of law. Either Party may apply to the court having jurisdiction for an order confirming or enforcing the award. The arbitrator will have the right to award or include any relief that the arbitrator deems proper in the circumstances in the award including monetary damages with interest on unpaid amounts from date due, specific performance, injunctive and declaratory relief, and legal fees and costs provided that the arbitrator will not have the authority to award exemplary, punitive, or treble damages.

(c) Location. The place of mediation and arbitration will be the city and state where Bobbles and Lace's headquarters are then located.

(d) Injunctive Relief. Notwithstanding anything to the contrary in the Agreement Bobbles and Lace may bring a claim alleging infringement of any of Bobbles and Lace's intellectual property rights or reputational damage to the System in a court authorized to hear the claims under Section 17.5.

(e) Confidentiality. All documents, information, and results pertaining to any mediation or arbitration will be confidential except as required by law or as required for Bobbles and Lace to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Mediation, Arbitration, or Litigation. Unless the Agreement has been terminated, the Parties will comply with the Agreement and perform their respective obligations under the Agreement during any mediation, arbitration, or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to the Agreement, the Parties waive any right to punitive or other monetary damages not measured by the prevailing Party's actual damages except for damages expressly authorized by federal statute and damages expressly authorized by the Agreement.

17.3 Waiver of Class Actions. Any claims will be arbitrated, litigated, or otherwise resolved on an individual basis. Franchisee waives any right to act on a class-wide basis.

17.4 Time Limitation. Any mediation, arbitration, or other legal action arising from or related to the Agreement must be instituted within two years from the date the relevant Party discovers the conduct or event that forms the basis of the mediation, arbitration, or other legal action. The foregoing time limit will not apply to claims (i) by Bobbles and Lace related to non-payment of Royalty Fees or other fees owed under the Agreement by Franchisee, (ii) for indemnification under Article 16, or (iii) related to unauthorized use of Confidential Information or the Trademarks.

17.5 Venue Other Than Mediation or Arbitration. For any legal proceeding not required to be submitted to mediation or arbitration, the proceeding will be brought in the United States District Court

where Bobbles and Lace's headquarters is then located. If there is no federal jurisdiction over the dispute, the legal proceeding will be brought in the court of record of the state and county where Bobbles and Lace's headquarters is then located. The Parties consent to the jurisdiction of these courts and waives any objection they may have to venue in any of these courts.

17.6 Legal Costs. The non-prevailing Party will pay the prevailing Party's reasonable attorney fees, costs, and other expenses of the legal proceeding relating to the Agreement or any guarantee in any legal proceeding including, without limitation, mediation or arbitration. The prevailing Party is the Party that prevails upon the central litigated issues and obtains substantial legal or equitable relief as determined by the finder of fact. Notwithstanding the foregoing, the finder of fact may elect to not award legal costs to the prevailing Party if the finder of fact does not believe an award is justified.

17.7 Franchisor Personnel. The provisions of this Article 17 apply to any Action by Franchisee or its Owners against the Bobbles and Lace Parties. Nothing in the Agreement makes the Bobbles and Lace Parties liable for Bobbles and Lace's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The Parties are independent contractors and neither is the agent, partner, joint venturer, or employee of the other. Bobbles and Lace is not a fiduciary of Franchisee. Bobbles and Lace does not control or have the right to control Franchisee or Franchisee's Business. Any required specifications and standards in the Agreement and the System Standards exist to protect Bobbles and Lace's interest in the System, the Trademarks, and the goodwill established in them, and not for the purpose of establishing any control or duty to take control of Franchisee's Business. Bobbles and Lace has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third Party Beneficiaries. The Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Bobbles and Lace, and Bobbles and Lace's affiliates except as stated in Article 16 or Article 17.

18.3 Force Majeure. Neither Party will be liable for loss or damage or deemed to be in breach of the Agreement if the Party exercises its best efforts to perform the Party's obligations and failure to perform the obligations results from (i) transportation, material, or energy shortages, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any government or any department or agency, (ii) compliance with any law, ruling, order, regulation, requirement, or instruction of any government or any department or agency, (iii) acts of God, (iv) acts or omissions of the other Party, (v) fire, strike, embargo, insurrection, war (whether or not officially declared), or riot, (vi) acts of terrorism, or (vii) a pandemic. Any delay resulting from any of said causes will extend performance accordingly or excuse performance in whole or in part as may be necessary. Notwithstanding the foregoing, no Party will be excused from performance of their obligations pursuant to the Agreement due to a force majeure event where the affected Party (i) assumed or should have assumed the risk of a force majeure event, (ii) caused the force majeure event through its own fault or negligence, or (iii) cannot otherwise perform its obligations under the Agreement due to a lack of funds.

18.4 Entire Agreement. The Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations and representations. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made by Bobbles and Lace in its franchise disclosure document.

18.5 Modification. No modification or amendment of the Agreement will be effective unless it is in writing and signed by both Parties. This provision does not limit Bobbles and Lace's rights to modify the Manual or System Standards.

18.6 Consent or Waiver. No consent under the Agreement or waiver of satisfaction of a condition or nonperformance of an obligation under the Agreement will be effective unless it is in writing and signed by the Party granting the consent or waiver. No waiver by a Party of any right will affect the Party's rights regarding any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a Party to exercise any right will constitute a waiver of this right.

18.7 Cumulative Remedies. Rights and remedies under the Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.8 Severability. The Parties intend that (i) if any provision of the Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

18.9 Governing Law. Wyoming law governs all adversarial proceedings between the Parties without giving effect to its principles of conflicts of law. Any Wyoming 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 18.8.

18.10 Forum. Any mediation or arbitration proceeding will take place in Marblehead, Massachusetts, or the city nearest Bobbles and Lace's principal place of business at the time as determined by the mediator or arbitrator unless the Parties mutually agree to another location.

18.11 Notices. Any notice will be effective under the Agreement only if made in writing and delivered as set forth in this Section 18.11 to:

If to Franchisee, addressed to Franchisee at the notice address set forth in the Summary; and

If to Bobbles and Lace, addressed to 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945.

Either Party may designate a new address for notices by giving notice of the new address pursuant to this Section 18.11. Notices will be (i) delivered personally, (ii) sent by registered or certified U.S. mail with return receipt requested, (iii) sent via overnight courier, or (iv) sent by electronic transmission with acknowledgment of receipt requested. Notices will be effective upon the earliest of (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail, (iv) the next business day after mailing if sent via overnight courier, or (v) the date of electronic transmission.

18.12 Holdover. If Franchisee continues operating Franchisee's Business after the expiration of the term without an executed successor franchise agreement in accordance with Section 3.2, then Bobbles and Lace may give written notice to Franchisee to either (i) require Franchisee to cease operating Franchisee's Business and comply with all post-closing obligations effective immediately upon giving notice or effective on any other date Bobbles and Lace specifies, or (ii) bind Franchisee to a renewal term and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.13 Joint and Several Liability. If two or more people sign the Agreement as "Franchisee," each will have joint and several liability.

18.14 No Offer and Acceptance. Delivery of a draft of the Agreement to Franchisee by Bobbles and Lace does not constitute an offer. The Agreement will not be effective unless and until it is executed by both Parties.

18.15 Good Faith and Fair Dealing. The parties will use good faith and commercially reasonable business judgment in connection with the performance of any obligations or enforcement of any rights arising from this Agreement or the operation of Franchisee's Business. The parties will engage with each other in a fair and equitable manner. Neither party will use its discretion in an arbitrary, capricious, or objectively unreasonable manner.

18.16 Counterparts and Electronic Signatures. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The Agreement will become effective when both Parties have signed one or more counterparts. Facsimile transmissions of signed documents and electronic signatures will have the same full force and effect as originally executed documents.

IN WITNESS WHEREOF, the Parties have duly executed this Bobbles and Lace Franchising, LLC Franchise Agreement effective as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
_____	By: _____
Lindsay Rose Rando Chief Executive Officer	Name: _____
Date: _____ (Effective Date)	Title: _____
	Date: _____

ATTACHMENT 1

STATEMENT OF OWNERSHIP

This STATEMENT OF OWNERSHIP defines Franchisee's form of ownership and the parties that have an ownership interest in Franchisee.

1. Franchisee's Name: _____.

2. Franchisee's Form of Ownership: _____.

3. Franchisee's State of Incorporation/Organization: _____.

4. Franchisee's Date of Incorporation/Organization: _____.

5. Franchisee's Management: _____.

6. Franchisee's Ownership: _____.

Franchisee will report any changes to the above information to Bobbles and Lace for review and approval at least ten business days before the date the changes take effect.

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 2

LOCATION ACCEPTANCE LETTER

To: _____ ("Franchisee")

This LOCATION ACCEPTANCE LETTER is issued by Bobbles and Lace Franchise, LLC ("Bobbles and Lace") for the Bobbles & Lace business to be operated by Franchisee ("Franchisee's Business") in accordance with Section 6.1 of Franchisee's Bobbles and Lace Franchise, LLC Franchise Agreement (the "Agreement").

1. The Location of Franchisee's Business as defined in the Agreement is:

_____

2. The Territory of Franchisee's Business as defined in the Agreement is:

_____

3. The Development Area of Franchisee's Business as defined in the Agreement is:

_____

BOBBLES AND LACE:

BOBBLES AND LACE FRANCHISE, LLC

_____
Lindsay Rose Rando
Chief Executive Officer

Date: _____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 3

GUARANTEE AND NON-COMPETITION AGREEMENT

This GUARANTEE AND NON-COMPETITION AGREEMENT (the "Guarantee") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace").

1. Franchise Agreement. _____ ("Franchisee") desires to enter into a Bobbles and Lace Franchise, LLC Franchise Agreement (the "Franchise Agreement") with Bobbles and Lace for the franchise of a Business. Guarantor owns an equity interest in Franchisee. Guarantor is executing the Guarantee in order to induce Bobbles and Lace to enter into the Franchise Agreement. Capitalized terms used but not defined in the Guarantee have the meanings given in the Franchise Agreement.

2. Guarantee. Guarantor unconditionally guarantees to Bobbles and Lace, its successors, and assigns that Franchisee will pay and perform every undertaking, agreement, and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Bobbles and Lace, whether or not contained in the Franchise Agreement. Guarantor will render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Bobbles and Lace upon demand from Bobbles and Lace. Guarantor waives (i) acceptance and notice of acceptance by Bobbles and Lace of the Guarantee, (ii) notice of demand for payment of any indebtedness or nonperformance of any of Franchisee's obligations, (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any guaranteed obligations, (iv) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability, (v) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Franchisee arising as a result of the execution of and performance under the Guarantee by a Guarantor, (vi) any law that requires that Bobbles and Lace make demand upon, assert claims against, or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from, or taking any action against the undersigned with respect to the Guarantee, and (vii) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

3. Confidential Information. With respect to all Confidential Information, Guarantor will (i) adhere to all security procedures prescribed by Bobbles and Lace for maintaining confidentiality, (ii) disclose the information to Franchisee's or Guarantor's employees only to the extent necessary for the operation of Franchisee's Business, (iii) not use any of the information in any other business or in any manner not specifically authorized or approved in writing by Bobbles and Lace, (iv) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all the information during and after the term of the Franchise Agreement, (v) not copy or otherwise reproduce any Confidential Information, and (vi) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Bobbles and Lace or its affiliates (except for Confidential Information that Bobbles and Lace licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Bobbles and Lace. This Section 3 will survive the termination or expiration of the Franchise Agreement indefinitely.

4. Covenants Not to Compete.

(a) In-term Restriction. Guarantor will not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by any Competitor during the term of the Franchise Agreement.

(b) Post-term Restriction. For two years after the Franchise Agreement expires, terminates for any reason, or is subject to a Transfer, no Guarantor will directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by any Competitor within three miles of the Territory or the territory of any other Business operating on the date of expiration, termination, or Transfer. The area of non-competition will be the Development Area and the territory of any other "Bobbles & Lace" business operating on the date of termination if the Franchise Agreement is terminated before the Territory is determined.

(c) Interpretation. Each of the foregoing covenants is independent of any other covenant or provision of the Guarantee or the Franchise Agreement. If any portion of the covenants in the Guarantee is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify the restriction to the extent reasonably necessary to protect the legitimate business interests of Bobbles and Lace. The existence of any claim Guarantor or Franchisee may have against Bobbles and Lace will not constitute a defense to the enforcement by Bobbles and Lace of the covenants of the Guarantee. If Guarantor fails to comply with the obligations under this Section 3 during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

5. Modification. Guarantor's liability hereunder will not be diminished, relieved, or otherwise affected by (i) any amendment of the Franchise Agreement, (ii) any extension of time, credit, or other indulgence that Bobbles and Lace may from time to time grant to Franchisee or to any other person or entity, or (iii) the acceptance of any partial payment or performance or the compromise or release of any claims.

6. Governing Law and Dispute Resolution. The Guarantee will be governed by and construed in accordance with the laws of Wyoming without giving effect to its principles of conflicts of law. Any Wyoming 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 5. The provisions of Article 17 of the Franchise Agreement apply to and are incorporated into the Guarantee as if fully set forth in the Guarantee. Guarantor will pay Bobbles and Lace all costs incurred by Bobbles and Lace (including reasonable attorney fees) in enforcing the Guarantee. If multiple Guarantors sign the Guarantee, each will have joint and several liability.

GUARANTOR(S):

By: _____ By: _____

Name: _____ Name: _____

Date: _____ Date: _____

ATTACHMENT 4

CONTACT IDENTIFIER AND ONLINE PRESENCE ASSIGNMENT AGREEMENT

This CONTACT IDENTIFIER AND ONLINE PRESENCE ASSIGNMENT AGREEMENT (the "Agreement") is made between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace"), and _____, a _____ ("Franchisee") and effective as of _____ (the "Effective Date"). Capitalized terms used but not defined in the Agreement have the meanings given in the Franchise Agreement (defined below).

1. Assignment. Bobbles and Lace has granted a franchise to Franchisee to operate a franchised business located at _____ (the "Business") pursuant to a Bobbles and Lace Franchise, LLC Franchise Agreement dated _____ (the "Franchise Agreement"). In connection with the operation of the Business, Bobbles and Lace may have authorized Franchisee to acquire or maintain certain (i) telephone numbers, facsimile numbers, and other directory listings (each, a "Contact Identifier"), or (ii) websites, domain names, email addresses, social media accounts, user names, or other online presences on any electronic medium of any kind (each, an "Online Presence"). If the Franchise Agreement is terminated or expires, Franchisee hereby sells, assigns, transfers, and conveys to Bobbles and Lace all of Franchisee's rights, title, and interest in and to all Contact Identifiers and Online Presences pursuant to which Franchisee operated the Franchised Business in any manner or that display, connect to, or relate to the Business or Bobbles and Lace's franchise system. Upon termination or expiration of the Franchise Agreement, Franchisee will immediately notify telephone companies, listing agencies, and any other third party owning or controlling any Contact Identifiers and any Internet service provider, website hosting company, domain registrar, social network. or other third party owning or controlling any Online Presence (each, a "Registrar") to assign the Contact Identifiers and Online Presences to Bobbles and Lace. The Agreement is for collateral purposes only and Bobbles and Lace will have no liability or obligation of any kind whatsoever arising from or in connection with the Agreement unless Bobbles and Lace notifies any applicable Registrar to effectuate the assignment pursuant to the terms of the Agreement. Franchisor's liability to a Registrar will accrue exclusively from and after the date of the assignment.

2. Attorney-in-Fact. Franchisee irrevocably appoints Bobbles and Lace as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct each Registrar to assign all Contact Identifiers and Online Presences to Franchisor and execute any documents and take any actions as may be necessary to effectuate the assignment. If Franchisee fails to promptly direct a Registrar to assign the Contact Identifiers and Online Presences to Bobbles and Lace, Bobbles and Lace may direct the Registrar to effectuate the assignment to Bobbles and Lace. The parties agree that a Registrar may accept Bobbles and Lace's written direction, the Franchise Agreement, or the Agreement as conclusive proof of Bobbles and Lace's exclusive rights in and to the Contact Identifiers and Online Presences upon termination or expiration of the Franchise Agreement. If a Registrar requires that the parties execute any assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Bobbles and Lace's execution of the forms or documentation on Franchisee's behalf will evidence Franchisee's consent and agreement to the assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Bobbles and Lace Franchise, LLC Contact Identifier and Online Presence Assignment Agreement effective as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
_____	By: _____
Lindsay Rose Rando Chief Executive Officer	Name: _____
Date: _____ (Effective Date)	Title: _____
	Date: _____

ATTACHMENT 5

FORM OF RIDER TO LEASE

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: Bobbles and Lace Franchise, LLC
Notice Address: 4 Berringer Way
Suite 2-W
Marblehead, Massachusetts 01945
Telephone: (978) 273-5642

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises will be used only for the operation of a "Bobbles and Lace" (or any other name authorized by Franchisor) retail business (the "Business").

2. Notice of Default and Opportunity to Cure. Landlord will provide Franchisor with copies of any written notice given to Tenant of a default (a "Default") under the lease for the Leased Premises (the "Lease"), and Landlord grants to Franchisor the option, but not the obligation, to cure any Default under the Lease should Tenant fail to do so within ten days after the expiration of the period during which Tenant may cure the Default.

3. Termination of Lease. Landlord will copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor will have the option to enter into a new lease for the Leased Premises with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor will notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise. If the Bobbles and Lace Franchise, LLC Franchise Agreement between Franchisor and Tenant (the "Franchise Agreement") is terminated during the term of the Lease, Tenant will assign the Lease to Franchisor upon Franchisor's written request. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant may assign or sublet the Lease to Franchisor provided that the assignment or sublease will not relieve Tenant or any Lease guarantor of the guarantor's liability under the Lease. Franchisor will have the right to assign or sublease its lease to a franchisee of the Bobbles & Lace brand if Franchisor becomes the lessee of the Leased Premises. Any provision of the Lease that limits Tenant's right to own or operate other Bobbles & Lace outlets in proximity to the Leased Premises will not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and the Business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement, expiration or termination of the Lease, or termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may enter the Leased Premises to remove signage and other material bearing Franchisor's brand name, trademarks, and commercial symbols after giving reasonable prior notice to Landlord; provided, however, that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by the removal.

8. No Liability. By executing this Rider to Lease, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

LANDLORD:

_____

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

_____

By: _____

Name: _____

Title: _____

or

_____
individually

Name: _____

Date: _____

FRANCHISOR:

BOBBLES AND LACE FRANCHISE, LLC

_____
Lindsay Rose Rando
Chief Executive Officer

Date: _____

ATTACHMENT 6

FORM OF GENERAL RELEASE

[*This is Bobbles and Lace Franchise, LLC's current standard form of General Release. This document is not signed when a franchise is purchased. In circumstances like the renewal of a franchise or as a condition of approval of the sale of a franchise, a General Release may be required.*]

This General Release (the "Release") is executed by the undersigned ("Releasor") in favor of Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace").

Background Statement: [*describe circumstances*]

Releasor agrees as follows:

1. Release. Releasor, on behalf of itself, its parents, subsidiaries, affiliates, and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties") hereby releases Bobbles and Lace, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any known, unknown, contingent, or vested claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights, and obligations of whatever nature that any Releasing Party now has or ever had against any Released Party based upon or arising out of events that occurred through the date hereof including, without limitation, any matter arising out of the Bobbles and Lace LLC, Franchise Agreement between the parties (collectively, the "Claims").

2. Covenant Not to Sue. Releasor, on behalf of all Releasing Parties, covenants not to initiate, prosecute, encourage, assist, or participate in any civil, criminal, or administrative proceeding or investigation except as required by law in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that (i) Releasor is the sole owner of all Claims and no Releasing Party has assigned, transferred, or purported to assign or transfer any Claim to any person or entity, (ii) Releasor has full power and authority to sign this Release, and (iii) this Release has been voluntarily and knowingly signed this Release after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the Release is a complete defense to any Claim.

4. Miscellaneous. If any provision of this Release is held invalid for any reason, the remainder of this Release will not be affected and remain in full force and effect. If any dispute concerning this Release arises, the dispute resolution, governing law, and venue provisions of the Franchise Agreement will apply. Releasor will take any actions and sign any documents that Bobbles and Lace reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

Maryland Residents: This Release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Washington Residents: A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated

settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

RELEASOR:

_____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 7

FORM OF NON-DISCLOSURE AGREEMENT

This BOBBLES & LACE NON-DISCLOSURE AGREEMENT (the "Agreement") is dated _____, and made between _____, a _____ located at _____ ("Employer"), and _____, an individual residing at _____ ("Employee").

RECITALS

WHEREAS, Bobbles and Lace Franchise, LLC ("Franchisor") grants franchises for the establishment and operation of retail stores using the "Bobbles & Lace" trade dress;

WHEREAS, Employer operates a Bobbles & Lace retail store;

WHEREAS, Employee desires to be employed by Employer in connection with Employer's operation of a Bobbles & Lace retail store;

WHEREAS, Employer and Franchisor desire to protect their proprietary and confidential information (the "Confidential Information");

WHEREAS, Employer desires to employ Employee; and

WHEREAS, the parties desire to enter into the Agreement to ensure that any part of the Confidential Information that may be disclosed to Employee will be protected from misappropriation and not be used except as provided in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms have the meanings set forth below.

"Affiliates" means entities controlling, controlled by, or under common ownership.

"Agreement" means this Bobbles & Lace Non-Disclosure Agreement.

"Bobbles & Lace System" means Franchisor's or Franchisor's Affiliates' proprietary materials, methods, records, processes, and systems including, without limitation, Confidential Information.

"Confidential Information" means any confidential information, knowledge, know-how, or trade secrets utilized by or incorporated into the Bobbles & Lace System or concerning the methods of operation of Bobbles & Lace retail stores including, without limitation, (i) specifications for and suppliers of certain goods, services, equipment, materials, supplies, product costs, and accounting methods including, without limitation, paper and electronic spreadsheets, (ii) the operating results and financial performance of Bobbles & Lace retail stores, (iii) Employer's and Franchisor's client lists, client accounts, and client information, and (iv) all other information, knowledge, and know-how that Employer, Franchisor, or their respective Affiliates reasonably designates as confidential.

"Effective Date" means _____.

"Employee" means _____.

"Employer" means _____.

"Franchisor" means Bobbles and Lace Franchise, LLC.

2. Confidential Information.

2.1 Acknowledgment. Employee acknowledges that (i) the Confidential Information is the unique, exclusive property of Employer, Franchisor, or their Affiliates, (ii) Employer, Franchisor, and their Affiliates have expended a great amount of effort and money to develop and obtain the Confidential Information, (iii) Employer, Franchisor, and their Affiliates have taken reasonable precautions to guard the secrecy of the Confidential Information, (iv) any unauthorized disclosure or use of the Confidential Information would be wrongful and cause irreparable injury and harm to Employer, Franchisor, or their Affiliates, and (v) it would be very costly to Employer, Franchisor, and their Affiliates if competitors acquire or duplicate the Confidential Information.

2.2 Non-Disclosure. Employee will not at any time directly or indirectly publish, disclose, divulge, or in any manner communicate any part of the Confidential Information to any person or any other entity whatsoever except as permitted by Employer, Franchisor, or their Affiliates for Employee's direct or indirect use for Employee's own benefit or the benefit of any person or other entity other than Employer, Franchisor, or their Affiliates. This non-disclosure obligation will continue indefinitely following the Employee's engagement by Employer. Notwithstanding the foregoing, Employee will be subject to any statutory protections afforded by the federal Defend Trade Secrets Act or any other applicable "whistleblower" law.

2.3 Injunction. If any breach or threatened breach of the Agreement occurs, Employer, Franchisor, or their Affiliates will be authorized and entitled to obtain preliminary and permanent injunctive relief from any court of competent jurisdiction, which right will be cumulative and in addition to any other rights or remedies to which Employer, Franchisor, or their Affiliates may be entitled.

2.4. Indemnification. Employee and Employee's Affiliates will promptly reimburse Employer, Franchisor, and their respective Affiliates for, from, and against all claims, actions, proceedings, damages, costs, expenses, liabilities, and other losses directly or indirectly incurred (including, without limitation, reasonable attorneys' and accountants' fees) as a result of, arising out of, or connected with a breach of the Agreement by Employee or Employee's Affiliates.

3. Miscellaneous Provisions.

3.1 Governing Law. The Agreement will be governed by the law of _____.

3.2 Notices. All notices, consents, requests, demands, and other communications are to be in writing and addressed to the parties at their then last know physical address, facsimile number, or email address. Notices are deemed to have been duly given or made (i) when delivered in person, (ii) three days after being deposited in the United States mail, first class postage prepaid, (iii) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided for, or (iv) in the case of facsimile or email transmission, when sent.

3.3 Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of the Agreement. In the case of any question of any ambiguity relating to any provision or portion of the Agreement, there will not be any construction against the drafter of the Agreement.

3.4 Non-Waiver. The waiver by Employer of a breach or default by Employee of any provision of the Agreement will not operate or be construed as a waiver of any other, continuing, or subsequent breach or default.

3.5 Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any prior written or oral understanding between the parties with respect to the subject matter of the Agreement. Any amendment or modification of the Agreement must be in writing and signed by both parties prior to becoming valid or effective.

3.6 Franchisor and Franchisor's Affiliates Enforcement. Franchisor and Franchisor's Affiliates are not a party to the Agreement, but are third party beneficiaries of the Agreement with independent enforcement rights.

IN WITNESS WHEREOF, the parties have duly executed this Bobbles & Lace Non-Disclosure Agreement on the day and year first above written.

EMPLOYEE:

By: _____
individually

Name: _____

Date: _____

EMPLOYER:

_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

BOBBLES AND LACE FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

BOBBLES AND LACE FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

SUMMARY	
1. Developer:	_____
2. Development Fee:	_____
3. Territory:	_____
4. Developer's Address:	_____

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Schedule A Development Information Sheet

BOBBLES AND LACE FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

This BOBBLES AND LACE FRANCHISE, LLC MULTI-UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company located at 26 Wyman Road, Marblehead, Massachusetts 01945 ("Bobbles and Lace"), and _____, a _____ located at _____ ("Developer") and effective as of the date executed by Bobbles and Lace (the "Effective Date"). Bobbles and Lace and Developer will sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, all capitalized terms contained in the Agreement have the meanings ascribed to such terms on the Summary or in Section 1 of the Agreement;

WHEREAS, Bobbles and Lace and its affiliates have created and own a system (the "System") for the development and operation of a fashion forward boutique retail store (a "Business") catering to women with an emphasis on head-to-toe styling under the trade name "Bobbles & Lace" and other proprietary trademarks (the "Trademarks");

WHEREAS, the System and each Business is identified by the Trademarks and distinctive trade dress, service offerings, business formats, equipment, products, supplies, operating procedures, programs, methods, procedures, and marketing and advertising standards, all of which are part of the System and all of which Bobbles and Lace may modify from time to time;

WHEREAS, Developer has requested the right to develop and operate multiple Businesses (each, a "Development Business") to be located with a defined geographical area (the "Development Territory") in accordance with a schedule (the "Development Schedule") with each Development Business within the Development Territory being opened and operating pursuant to the terms and conditions set forth in a separate form of Bobbles and Lace's then-current form of Bobbles and Lace Franchise, LLC Franchise Agreement (each, a "Franchise Agreement");

WHEREAS, simultaneous with or prior to the execution of the Agreement, the Parties have entered into a Franchise Agreement for Developer's development and operation of a Development Business (the "First Development Business") to be located within the Development Territory; and

WHEREAS, Developer acknowledges that adherence to the terms of the Agreement, each Development Business's individual Franchise Agreement, Bobbles and Lace's operations manual, and Bobbles and Lace's System standards and specifications are essential to the operation of all Businesses and the System as a whole.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

"AAA" means the American Arbitration Association.

"Agreement" means this Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement.

"Abandonment" means conduct of Developer indicating Developer's intent to discontinue the development or operation of Development Businesses in the Development Territory in accordance with the terms of the Agreement.

"Affiliate" means any entity controlling, controlled by, under common control with, or under common ownership with Bobbles and Lace.

"Bobbles and Lace" means Bobbles and Lace Franchise, LLC, a Wyoming limited liability company.

"Business" means a fashion forward boutique retail store that caters in styling women head to toe with an emphasis on styling under the Trademarks.

"Business Location" means the fixed location from which a Business is established, operated, and managed.

"Corporate Entity" means a legal entity that is not a natural person.

"Cumulative Development Businesses" means the minimum number of cumulative Development Businesses that must be open and in operation as of the last day of each applicable Development Period.

"Developer" means _____.

"Development Business" means a Business developed and operated by Developer within the Development Territory.

"Development Fee" means a fee Developer pays to Bobbles and Lace for the rights set forth and granted pursuant to the terms of the Agreement.

"Development Information Sheet" means the development information sheet attached to the Agreement as Schedule A.

"Development Period" means a measurement period describing the number of Newly Opened Development Businesses that Developer will establish and open within the respective period and the minimum number of cumulative Development Businesses that must be open and in operation as of the last day of each respective period.

"Development Schedule" means a schedule pursuant to which Developer will develop and operate Development Businesses.

"Development Territory" means a defined geographical area in which Developer will develop and operate Development Businesses.

"Effective Date" means the date the Agreement becomes effective.

"First Development Business" means the first Development Business to be developed by Developer.

"Franchise Agreement" means a Bobbles and Lace Franchise, LLC Franchise Agreement in the form determined by Bobbles and Lace from time to time.

"Initial Franchise Fee" means a fee paid to Bobbles and Lace for the right to operate a Business.

"Initial Training Fee" means a fee paid to Bobbles and Lace for Bobbles and Lace's initial training program for the operation of a Business.

"Manual" means, without limitation, Bobbles and Lace's brand standards manual and any directives, books, pamphlets, bulletins, memoranda, roll out guides, order forms, packing slips, invoices, letters, email, Internet or Intranet data, manuals, electronic materials, written materials, audio materials, websites, training materials, other publications, documents, software programs, videotapes, transmittances, or communications in whatever form (including electronic form) prepared by or on behalf of Bobbles and Lace for use by franchisees generally or for Developer in particular setting forth information, advice, standards, requirements, marketing information and procedures, operating procedures, instructions, or policies relating to the operation of a Business, use of the Trademarks, or the System as they may be added to, deleted, or otherwise amended by Bobbles and Lace from time to time.

"Newly Opened Development Business" means Developer's second Development Business and all future Development Businesses.

"Owner" means (i) an officer or director of Developer (including the officers and directors of any general partner of Developer) who holds an ownership interest in Developer, and (ii) all holders of a 5% or more direct or indirect ownership interest in Developer or any entity directly or indirectly controlling Developer.

"Products and Services" means the products and service that Bobbles and Lace authorizes for sale at Businesses.

"System" means (i) the services, procedures, and systems designated by Bobbles and Lace for use in connection with the development, establishment, marketing, promotion, and operation of a Business, (ii) the Trademarks, (iii) other trade names, service marks, signs, logos, copyrights, and trade dress designated by Bobbles and Lace for use in connection with the development, establishment, marketing, promotion, and operation of a Business, and (iv) the Manual.

"Term" means the term of the Agreement described in Section 3.1.

"Total Development Businesses" means the aggregate number of Development Businesses described on the Development Information Sheet.

"Trademarks" means the trademark "Bobbles and Lace®" and any other trade names, trademarks, insignias, and logos as presently exist or may be determined that Bobbles and Lace authorizes for use in conjunction with the System including, without limitation, any domain names that identify such trademarks.

"Transfer" means, without limitation, the following, whether voluntary, involuntary, conditional, unconditional, direct, or indirect: (i) an assignment, sale, gift, transfer, pledge, or sub-franchise, (ii) the grant of a mortgage, charge, lien, or security interest including, without limitation, the grant of a collateral assignment, (iii) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests, (iv) a sale or exchange of voting interests or securities convertible to voting interests or an agreement granting the right to exercise or control the exercise of the voting rights of

any holder of ownership interests or to control the operations or affairs of Developer, or (v) the legal or equitable transfer or sale of an Owner's interests or voting rights in Developer.

SECTION 2
DEVELOPMENT RIGHTS

2.1 Development Grant and Development Obligations.

(1) Bobbles and Lace grants to Developer the right, and Developer accepts the right and undertakes the obligation to develop and operate Development Businesses provided that Developer develops and operates each Development Business in strict accordance with the Development Schedule and the terms and provisions of each respective Franchise Agreement.

(2) The Total Development Businesses are authorized by the Agreement as described in the Development Information Sheet. The Development Territory is the geographic area described in the Development Information Sheet. To be effective, the Development Information Sheet must be completed and signed by Bobbles and Lace.

(3) Developer will (i) open and commence the operation of each new Development Businesses in accordance with the Development Schedule for each respective Development Period and (ii) maintain in operation the minimum cumulative number of Development Businesses in accordance with the Development Schedule for each respective Development Period. Time is of the essence with respect to Developer's development obligations under the Agreement. Developer's failure to comply with the Development Schedule is grounds for immediate termination of the Agreement and any future development rights granted under the Agreement.

(4) During the Term, provided that Developer is in compliance with the terms and provisions of the Agreement including, without limitation, the Development Schedule and each respective Franchise Agreement, Bobbles and Lace will not open, operate, or license any third party the right to open or operate Businesses within the Development Territory. The operating territory for each Development Business will be determined by the Franchise Agreement for each Development Business. The operating territories in the aggregate for Developer's Development Businesses may be smaller than the Development Territory.

2.2 Limited Exclusivity and Reserved Rights. Except as provided in Section 2.1(4), the rights granted in the Agreement are non-exclusive. Bobbles and Lace reserves all other rights not expressly granted to Developer in the Agreement on Bobbles and Lace's own behalf and on behalf of Bobbles and Lace's Affiliates, successors, and assigns.

2.3 Personal Rights. Developer may not franchise, sub-franchise, license, sublicense, or otherwise Transfer Developer's rights pursuant to the Agreement. The rights and privileges granted and conveyed to Developer in the Agreement relate only to the Development Territory and are subject to the terms and conditions of the respective Franchise Agreement for each Development Business.

SECTION 3
TERM AND TERMINATION

3.1 Term. The Term will be a period commencing on the Effective Date and automatically ending on the earliest of (i) the last day of the calendar month during which the final Development Business is required to be opened and operating under the Development Schedule, (ii) the day the final Development Business is open, or (iii) the termination date of the Agreement. Upon expiration or termination of the Agreement for any reason, Developer will not have any rights within the Development Territory other than territorial

rights that may have been granted to Developer pursuant to the terms of any Franchise Agreement. The Term may not be renewed or extended.

3.2 Termination by Bobbles and Lace. Bobbles and Lace may terminate the Agreement and all rights granted to Developer under the Agreement without affording Developer with any opportunity to cure a default effective upon written notice to Developer or automatically upon the occurrence of any of the following events: (i) Abandonment, (ii) if Developer for four consecutive months or any shorter period indicates an intent by Developer to discontinue Developer's development of Development Businesses within the Development Territory, (iii) if Developer becomes insolvent or is adjudicated bankrupt or any action is taken by Developer or by others against Developer under any insolvency, bankruptcy, or reorganization act, or if Developer makes an assignment for the benefit or creditors or a receiver is appointed by Developer, (iv) if Developer fails to meet Developer's development obligations under the Development Schedule for any single Development Period including, without limitation, Developer's failure to establish, open, or maintain the cumulative number of Development Businesses in accordance with the Development Schedule, or (v) if a Franchise Agreement for any Development Business or any other Franchise Agreement between the Parties is terminated.

SECTION 4
DEVELOPMENT FEE AND DEVELOPMENT SCHEDULE

4.1 Development Fee. Developer will pay the Development Fee to Bobbles and Lace when Developer executes the Agreement. The Development Fee is non-refundable. The Development Fee is equal to the sum of the Initial Franchise Fee for Developer's first Development Business, the Initial Training Fee for Developer's first Development Business, and $40,000.00 for each additional Development Business on the Development Schedule after the first Development Business. The amount of the Development Fee is set forth in the Development Information Sheet. The Development Fee is not an Initial Franchise Fee or an Initial Training Fee. The Development Fee is paid in lieu of the Initial Franchise Fees and Initial Training Fees for the Development Businesses. Developer will pay Bobbles and Lace other fees for each Development Business in accordance with the terms and conditions of each respective Franchise Agreement when each respective Franchise Agreement is signed.

4.2 Development Schedule. Developer will develop, establish, and operate Development Businesses in strict accordance with the Development Schedule. The Development Schedule sets forth the Development Periods and the Cumulative Development Businesses that must be open and in operation as of the last day of each applicable Development Period. The Development Schedule is set forth in the Development Information Sheet. Developer will meet the requirements of the Development Schedule including, without limitation, requirements regarding the number of Development Businesses that must be timely developed, established, open, and in operation by Developer within the Development Territory during each respective Development Period.

4.3 Reasonableness of Development Schedule. Developer represents that Developer has conducted an independent investigation and analysis of the prospects for the establishment of Businesses within the Development Territory. Developer approves of the Development Schedule as being reasonable and viable and recognizes that failure to achieve the results described in the Development Schedule will constitute a material breach of the Agreement.

SECTION 5
OTHER OBLIGATIONS OF DEVELOPER

5.1 Franchise Agreement Execution. Developer will execute Bobbles and Lace's then-current Franchise Agreement for each Newly Opened Development Business on or before the earliest of (i) the date

Developer (subject to Bobbles and Lace's approval of the Business Location) executes a lease for the Business Location for each Newly Opened Development Business, (ii) the date Developer (subject to Bobbles and Lace's approval of the Business Location) enters into a purchase agreement for the real estate of the Business Location for each respective Newly Opened Development Business, or (iii) six months prior to the date that each respective Newly Opened Development Business must be open and in operation pursuant to the Development Schedule.

5.2 Royalty Fees and Other Franchise Agreement Fees Acknowledgment. Nothing contained in the Agreement will reduce Developer's obligations set forth in each respective Franchise Agreement including, without limitation, Developer's obligations to pay royalty and all other fees in accordance with each respective Franchise Agreement except for Initial Franchise Fees and Initial Training Fees. The only fees required by any Franchise Agreement that is modified by the Agreement are the Initial Franchise Fees and Initial Training Fees paid by Developer to Bobbles and Lace at the time of signing a Franchise Agreement which Initial Franchise Fees and Initial Training Fees are incorporated into the Development Fee. Except as described in the foregoing, nothing contained in the Agreement will modify, reduce, or mitigate Developer's obligations to Bobbles and Lace pursuant to any Franchise Agreement.

5.3 Modifications to Franchise Agreement. What constitutes Bobbles and Lace's then-current form of Franchise Agreement will be determined by Bobbles and Lace in Bobbles and Lace's discretion. The then-current form of Franchise Agreement may be modified from time to time by Bobbles and Lace and the modifications will not alter Developer's obligations pursuant to the Agreement.

5.4 Compliance With Franchise Agreements. Developer will operate the Development Businesses in strict compliance with the terms and conditions of each respective Franchise Agreement.

5.5 Site Selection. Developer will be solely responsible for selecting Business Location sites. In accordance with the terms and conditions of each respective Franchise Agreement, Developer must obtain Bobbles and Lace's prior written approval for each potential Business Location site selected by Developer. Developer will retain an experienced commercial real estate broker or salesperson who has sufficient experience to locate, acquire, purchase, or lease Business Location sites. No provision of the Agreement will be construed or interpreted to impose any obligation upon Bobbles and Lace to find Business Location sites, assist Developer in the selection of Business Location sites, or provide any other assistance to Developer with the purchase or lease of Business Location sites.

5.6 Site Selection Criteria. Developer will not lease, purchase, or otherwise acquire a Business Location site for a Development Business until any information Bobbles and Lace requires regarding the proposed Business Location site has been provided to Bobbles and Lace by Developer and the proposed Business Location site has been approved by Bobbles and Lace. Information requested by Bobbles and Lace may include, without limitation, information regarding accessibility, visibility, potential traffic flows, lease terms, and other relevant information. Developer will not enter into any lease or purchase agreement for any proposed Business Location site without Bobbles and Lace's prior approval.

SECTION 6
TRANSFER OF INTEREST

6.1 By Bobbles and Lace. Bobbles and Lace has the sole and absolute right to transfer or assign Bobbles and Lace's rights and obligations under the Agreement in whole or in part (for any purpose and in any form of transaction as may be designated or elected by Bobbles and Lace, at Bobbles and Lace's sole discretion) to any person, entity, Corporate Entity, or third party without Developer's approval or consent.

6.2 By Developer. Developer will neither Transfer nor assign the Agreement without Bobbles and Lace's express written consent which consent Bobbles and Lace may withhold at Bobbles and Lace's discretion. If Developer is a Corporate Entity, the Owners will not Transfer their ownership or equity interests in Developer without Bobbles and Lace's express written consent which consent Bobbles and Lace may withhold at Bobbles and Lace's discretion. Any Transfer or assignment in violation of the foregoing will constitute a material default of the Agreement and result in the immediate and automatic termination of the Agreement.

SECTION 7
ENFORCEMENT AND CONSTRUCTION

7.1 Severability.

(a) Except as expressly provided to the contrary in the Agreement, each term and provision of the Agreement will be interpreted or otherwise construed to be independent of each other and severable. Although each term and provision of the Agreement are considered by the Parties to be reasonable and intended to be enforceable, if any such term or provision of the Agreement is found by a court of competent jurisdiction, agency, or other government agency to be unenforceable as written or otherwise, then such term and condition will be modified, rewritten, interpreted, or "blue-lined" to include as much of its nature and scope as will render it enforceable. If such term and condition cannot be so modified, rewritten, interpreted, or "blue-lined" in any respect, then it will not be given effect and severed from the Agreement, and the remainder of the Agreement will be interpreted, construed, and enforced as if such term and condition was not included in the Agreement.

(b) If any applicable and binding law or rule requires a greater prior notice of the termination of the Agreement than is required in the Agreement, or the taking of some other action not required by the Agreement, or if under any applicable and binding law or rule, any term and condition of the Agreement, or any specification, standard, or operating procedure Bobbles and Lace prescribes is invalid or unenforceable, then the greater prior notice or other action required by law or rule will be substituted for the comparable provisions, and Bobbles and Lace has the right at Bobbles and Lace's sole discretion to modify the invalid or unenforceable term and condition, specification, standard, or operating procedure to the extent required to be valid and enforceable. Developer will bound by any such substituted or modified term and condition of the Agreement imposing the maximum duty permitted by law that is prescribed within the terms of any provision of the Agreement as though it were originally and separately articulated in, and made a part of, the Agreement as of the Effective Date or any specification, standard, or operating procedure Bobbles and Lace prescribes, which may result from striking any portion of any terms and conditions, specifications, standards, or operating procedures, a court may hold to be unenforceable or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to the Agreement will be effective only in those jurisdictions in which such terms and conditions, specifications, standards, or operating procedures are found to be unenforceable unless Bobbles and Lace elects to give them greater applicability, in which case the Agreement will be enforced as originally made in all other jurisdictions.

7.2 Waiver of Obligations. No delay, waiver, omission, or forbearance on the part of Bobbles and Lace to enforce any term and condition of the Agreement or exercise any of Bobbles and Lace's rights, options, or powers under the Agreement constitutes a waiver by Bobbles and Lace to enforce any other term and condition of the Agreement or exercise any of Bobbles and Lace's other rights, options, or powers under the Agreement. No such delay, waiver, omission, or forbearance will constitute a waiver by Bobbles and Lace to subsequently enforce such term and condition of the Agreement or subsequently exercise the right, option, or power. Acceptance by Bobbles and Lace of any payments, fees, charges, or other amount from Developer payable to Bobbles and Lace pursuant to the Agreement will not constitute a waiver or

acceptance of Developer's default or breach of the Agreement or otherwise a waiver of any term and condition of the Agreement, and Bobbles and Lace reserves the right to pursue any additional remedies set forth in the Agreement, at law, or in equity. Bobbles and Lace will likewise not be deemed to have waived or impaired any term and condition, right, option, or power set forth in the Agreement by virtue of any custom or practice of the Parties at variance with the terms and conditions of the Agreement or Bobbles and Lace's insistence upon Developer's strict compliance with Developer's obligations, including any mandatory specification, standard or operating procedure. No waiver by Bobbles and Lace of any term and condition of the Agreement will be valid unless in writing and signed by Bobbles and Lace.

7.3 Specific Performance and Injunctive Relief. Nothing in the Agreement will prohibit Bobbles and Lace from obtaining specific performance of the provisions of the Agreement or injunctive relief against threatened conduct that will cause damages or loss to Bobbles and Lace, the Trademarks, or the System.

7.4 Rights of Parties Are Cumulative. The rights under the Agreement are cumulative and no exercise or enforcement by a Party of any right or remedy precludes the exercise or enforcement by that Party of any other right or remedy that Bobbles and Lace or Developer is entitled by law to enforce.

7.5 Governing Law and Choice of Forum. The Agreement is governed by and interpreted and construed under the laws of Wyoming. Any action or other legal proceeding arising out of or relating to the Agreement or the franchise relationship must be brought in Massachusetts unless the Parties agree otherwise in writing.

7.6 Dispute Resolution and Arbitration. All disputes arising out of or in connection with the Agreement or any related agreement or in respect of any legal relationship associated with or derived from the Agreement will be finally resolved without appeal by arbitration under the then-current rules of the AAA. The arbitration will take place in Marblehead, Massachusetts unless the Parties agree otherwise. The language of the arbitration will be English. The arbitration may include any person or entity not a party to the Agreement provided the allegations brought by or made against that non-party arise out of or are related to the foregoing subject matter and the non-party and non-signatory consent. Notwithstanding the foregoing, the Parties are not precluded from seeking injunctive, mandatory, or other extraordinary relief from a court pending such time as an arbitration can be commenced and an arbitrator advised of the issue concerning which injunctive, mandatory, or other extraordinary relief is sought provided that the Party seeking the relief from a court will act expeditiously to commence an arbitration and bring the issue before the arbitrator. The Parties are not precluded from seeking in court any relief or the determination of any issue for which the arbitrator does not have jurisdiction to decide or to grant a remedy under applicable law. Except to the extent otherwise required by applicable law, arbitration will be confidential and neither the proceedings nor the result will be communicated to persons other than the Parties and their professional advisors; however, any order made by the arbitrator may be filed with a court, made into, or adopted as part of a court order for purposes of enforcement in accordance with applicable law and court practice or otherwise disclosed as required by law.

7.7 Variances. Developer acknowledges that Bobbles and Lace has and may at different times approve exceptions or changes from the uniform standards of the system that Bobbles and Lace deems desirable or necessary under particular circumstances in Bobbles and Lace's absolute and sole discretion. Developer has no right to object to or automatically obtain such variances and any exception or change must be approved in advance by Bobbles and Lace in writing. Developer acknowledges that existing developers may operate under different forms of agreements and that the rights and obligations of existing developers may differ materially from the Agreement.

7.8 Limitation of Claims. ANY CLAIMS OR CAUSES OF ACTIONS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES

RESULTING FROM THE AGREEMEN, WILL BE BARRED UNLESS THE CLAIM OR CAUSE OF ACTION IS COMMENCED WITHIN THE EARLIER OF (I) TWO YEARS FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR (II) ONE YEAR FROM THE DATE ON WHICH DEVELOPER OR BOBBLES AND LACE KNEW OR SHOULD HAVE KNOWN IN THE EXERCISE OF REASONABLE DILIGENCE OF THE FACTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

7.9 Waiver of Punitive Damages. THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECULATIVE DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED; PROVIDED, HOWEVER, THAT THE WAIVER WILL NOT APPLY TO ANY CLAIM (I) ALLOWED BY BOBBLES AND LACE OR DEVELOPER FOR ATTORNEY'S FEES OR COSTS AND EXPENSES UNDER THE AGREEMENT, OR (II) FOR LOST PROFITS BY BOBBLES AND LACE OR DEVELOPER AND THE OWNERS UPON OR ARISING OUT OF THE TERMINATION OF THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IF ANY OTHER TERM OF THE AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WILL CONTINUE IN FULL FORCE AND EFFECT.

7.10 Waiver of Jury Trial. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER WHETHER A LEGAL ACTION, IN MEDIATION, OR IN ARBITRATION.

7.11 Binding Effect. The Agreement is binding upon the Parties and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by both the Parties.

7.12 Complete Agreement. The Agreement and Schedule A constitute the entire, full, and complete Agreement between the Parties concerning the subject matter of the Agreement and supersedes all prior related agreements between the Parties.

7.13 Attorneys' Fees and Expenses. If an arbitrator in any arbitration proceeding or a court of competent jurisdiction issues an award, judgment, decision, or order finding, holding, or declaring Developer's breach of the Agreement, then Bobbles and Lace will be entitled to the recovery of all reasonable attorney fees, costs, and expenses associated with or related to the proceeding. These fees, costs, and expenses will include, without limitation, attorney fees, arbitrator fees, deposition expenses, expert witness fees, and filing fees.

7.14 No Class Action or Multi-Party Actions. All proceedings or legal actions arising out of or related to the Agreement or the offer and sale of franchises from Bobbles and Lace to Developer will be conducted on an individual basis and not a class-wide basis. Any proceeding between Developer, Owners, Developer's spouses, or Developer's guarantors and Bobbles and Lace, Affiliates, their respective officers, directors, or employees may not be consolidated with any other proceeding between Bobbles and Lace and any other third party.

7.15 Acceptance by Bobbles and Lace. The Agreement will not be binding on Bobbles and Lace unless and until an authorized officer of Bobbles and Lace has signed the Agreement.

7.16 Opportunity for Review by Developer's Advisors. Developer acknowledges and represents that prior to the signing of the Agreement, Bobbles and Lace recommended and Developer had the opportunity to have the Agreement reviewed by Developer's lawyer, accountant, and other business advisors.

7.17 No Personal Liability For Bobbles and Lace's Employees, Officers, or Agents. The fulfillment of any of Bobbles and Lace's obligations written in the Agreement or based on any oral communications ruled to be binding in a court of law will be Bobbles and Lace's sole obligation and none of Bobbles and Lace's employees, officers, or authorized agents will be personally liable to Developer for any reason. The Parties are not joint employers.

7.18 Non-Uniform Agreements. Developer acknowledges that Bobbles and Lace makes no representations or warranties that all other agreements with franchisees and developers entered into before or after the Effective Date do or will contain terms substantially similar to those contained in the Agreement. Bobbles and Lace may waive or modify comparable provisions of other agreements to other System franchisees and developers in a non-uniform manner.

7.19 No Right to Offset. Developer will not withhold any payment, fee, or any other amount payable by Developer to Bobbles and Lace pursuant to the Agreement alleging nonperformance, material breach, or default by Bobbles and Lace of the Agreement, any other agreement between the Parties, or for any other reason. Developer will not have the right to offset or withhold any liquidated or unliquidated amount allegedly due to Developer from Bobbles and Lace against any payment, fee, or any other amount payable to Bobbles and Lace pursuant to the Agreement or any other payment obligation by Developer to Bobbles and Lace.

7.20 Headings. The headings and subheadings in the Agreement are strictly for convenience and reference only, and they will not limit, expand, or otherwise affect the interpretation and construction of the terms and conditions of the Agreement.

7.21 Authority to Bind and Execute. Each Party warrants and represents that it has all requisite power and authority to enter into the Agreement. The execution, delivery, and performance of the Agreement has been duly and lawfully authorized by all necessary actions of each Party, and the signatory to the Agreement for each Party has been duly and lawfully authorized to execute the Agreement for and on behalf of the Party for whom each signatory has signed.

7.22 Counterparts and Electronic Signatures. The Agreement may be executed in counterparts, and each counterpart when so executed and delivered will be deemed to be an original. Such counterparts taken together will constitute one and the same instrument. Electronic signatures and signatures transmitted by email or facsimile transmission will have the same full force and effect as originally executed signatures.

7.23 Joint and Several Liability. If Developer consists of more than one person or entity, then their liability under the Agreement will be deemed joint and several.

7.24 Recitals. The Recitals constitute a part of the Agreement and are hereby fully incorporated into the terms of the Agreement.

SECTION 8
NOTICES

All written notices and reports permitted or required to be delivered by the Agreement will be deemed so delivered, at the time delivered by hand, one business day after being placed in the hands of a national commercial courier service for overnight delivery (properly addressed and with tracking confirmation), or three business days after placed in the U.S. mail by registered or certified mail, postage prepaid, and addressed to the Party to be notified at its most current principal business address of which the notifying Party has been notified. Reports requiring delivery will be delivered by certified U.S. mail or electronically as Bobbles and Lace designates. The addresses for the Parties set forth in the initial paragraph of the Agreement will be used unless and until a different address has been designated by written notice to the other Party. Any notice required under the Agreement will not be deemed effective or given by Developer to Bobbles and Lace unless given in strict compliance with the Agreement.

In all cases where Bobbles and Lace's prior approval is required and no other method or timing for obtaining such approval is prescribed, Developer will request such approval in writing, and Bobbles and Lace will respond within ten business days after receiving Developer's written request and all supporting documentation, provided that such request will be deemed unapproved if Bobbles and Lace does not respond. Bobbles and Lace's consent to, or approval of, any act or request by Developer will be effective only to the extent specifically stated, and Bobbles and Lace's consent or approval will not be deemed to waive, or render unnecessary, consent or approval of any other subsequent similar act or request.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be duly executed as of the Effective Date.

BOBBLES AND LACE:	DEVELOPER:
BOBBLES AND LACE FRANCHISE, LLC, a Wyoming limited liability company	_____, a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE A
DEVELOPMENT INFORMATION SHEET

This Development Information Sheet is attached to, incorporated into, and forms a part of the Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement (the "Agreement") between Bobbles and Lace Franchise, LLC ("Bobbles and Lace") and _____ ("Developer"). Defined terms will have the meanings set forth in the Agreement.

If Developer is a Corporate Entity, Developer represents and affirms to Bobbles and Lace that the following is a complete, accurate list of Developer's Owners:		
Owner Name	**Owner Address**	**Ownership Interest Percentage**

Development Fee

Development Territory

Development Schedule		
Development Period	Newly Opened Development Businesses	Cumulative Development Businesses
Development Period 1: **[---------- to ----------]**	**[------]**	**[------]**
Development Period 2: **[---------- to ----------]**	**[------]**	**[------]**
Development Period 3: **[---------- to ----------]**	**[------]**	**[------]**
Development Period 4: **[---------- to ----------]**	**[------]**	**[------]**
Development Period 5: **[---------- to ----------]**	**[------]**	**[------]**

[SIGNATURE PAGE FOLLOWS]

BOBBLES AND LACE:	DEVELOPER:
BOBBLES AND LACE FRANCHISE, LLC, a Wyoming limited liability company	_____, a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

STATE ADDENDA AND RIDERS

CALIFORNIA

CALIFORNIA ADDENDUM TO THE
BOBBLES AND LACE FRANCHISE, LLC FRANCHISE DISCLOSURE DOCUMENT

1. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A FRANCHISE 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.

3. OUR WEBSITE WWW.BOBBLESANDLACE.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR BOBBLESANDLACE.COM WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

4. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING WITHOUT LIMITATION, A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

5. Item 3 of the Franchise Disclosure Document is amended to provide that neither the franchisor, nor any person in Item 2 of the Franchise Disclosure Document, 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 persons from membership in that association or exchange.

6. Item 6 of the Franchise Disclosure Document is amended to provide that the highest interest rate allowed in California is 10% per annum.

7. The following paragraphs are added at the end of Item 17 of the Franchise Disclosure Document:

> Any condition, stipulation or provision in the Agreement that would result in your waiver of compliance with any provision of the California Franchise Relations Act (Business and Professions Code Sections 20000 through 20043) (the "Act") is void to the extent that such provision violates the Act. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.
>
> The Franchise Agreement provides for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Secs. 101 *et seq*.).
>
> You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Act.

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision might not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will be conducted in Massachusetts, where our headquarters are located, with the costs being borne as provided in the Franchise Agreement. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside of California.

The Franchise Agreement requires application of the laws of Wyoming. These provisions might not be enforceable under California law.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.

Franchisees must sign a personal guarantee making you individually liable for your financial obligations under the agreement. If you are married, the guarantee will place you and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

It is unlawful to sell any franchise in California that is subject to registration under California law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship will be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect will be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

CALIFORNIA RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC FRANCHISE AGREEMENT

This California Rider to the Bobbles and Lace, LLC Franchise Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Franchise Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. No Waiver. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship will be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect will be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2 Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this California Rider to the Bobbles and Lace Franchise, LLC Franchise Agreement as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

CALIFORNIA RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC MULTI-UNIT DEVELOPMENT AGREEMENT

This California Rider to the Bobbles and Lace, LLC Franchise Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. No Waiver. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship will be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect will be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this California Rider to the Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ILLINOIS

ILLINOIS ADDENDUM TO THE BOBBLES AND LACE FRANCHISE, LLC FRANCHISE DISCLOSURE DOCUMENT

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

Illinois law governs the Franchise Agreement.

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

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

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

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

ILLINOIS RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC FRANCHISE AGREEMENT

This Illinois Rider to the Bobbles and Lace, LLC Franchise Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Franchise Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Jurisdiction and Venue. 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.

3. Termination and Non-Renewal. Franchisee's rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. No Waiver of Compliance. 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 Waiver. 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.

6. Fee Deferral. The following new Section 4.9 (Fee Deferral) is added to the Agreement:

4.9 Fee Deferral. Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date of the Agreement.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ILLINOIS RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC MULTI-UNIT DEVELOPMENT AGREEMENT

This Illinois Rider to the Bobbles and Lace, LLC Franchise Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. Entire Agreement. Nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits, and amendments.

2. Governing Law. Illinois law governs the Agreement.

3. Jurisdiction and Venue. 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.

3. Termination and Non-Renewal. Franchisee's rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. No Waiver of Compliance. 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 Waiver. 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.

6. Fee Deferral. The following new Section 1(c) is added to the Agreement:

(c) Fee Deferral. Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date of the Agreement.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

NEW YORK

NEW YORK ADDENDUM TO THE
BOBBLES AND LACE FRANCHISE, LLC FRANCHISE DISCLOSURE DOCUMENT

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 THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

C. No such party has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-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 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; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee:"

> You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w) titled "Choice of law:"

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

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will 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. 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 earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC FRANCHISE AGREEMENT

This New York Rider to the Bobbles and Lace, LLC Franchise Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Franchise Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver, or estoppel which would relieve Bobbles and Lace or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Bobbles and Lace with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law will govern any claim arising under the New York Franchise Law.

5. Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this New York Rider to the Bobbles and Lace Franchise, LLC Franchise Agreement as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

NEW YORK RIDER TO THE
BOBBLES AND LACE FRANCHISE, LLC MULTI-UNIT DEVELOPMENT AGREEMENT

This New York Rider to the Bobbles and Lace, LLC Multi-Unit Development Agreement (the "Rider") amends the Bobbles and Lace Franchise, LLC Franchise Agreement dated _____ (the "Agreement"), between Bobbles and Lace Franchise, LLC, a Wyoming limited liability company ("Bobbles and Lace") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver, or estoppel which would relieve Bobbles and Lace Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Bobbles and Lace with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law will govern any claim arising under the New York Franchise Law.

5. Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this New York Rider to the Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement as of the Effective Date.

BOBBLES AND LACE:	FRANCHISEE:
BOBBLES AND LACE FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT E

MANUAL TABLE OF CONTENTS

Brand Standards Manual

Manual Section	**Number of Pages**
Introduction to the Brand Standards Manual	10
Franchisee Statement of Confidentiality	1
Nine Common Mistakes of Novice Entrepreneurs	6
Introduction to the Franchise System	1
Franchisor Roles and Responsibilities	1
Franchisee Roles and Responsibilities	1
Role of the Franchise Team	1
Role of the Customer	1
Franchise Field Consultant	1
Preparing for Launch of the Franchise	4
Approved Business Collateral for the Franchise	1
Business Name Compliance	1
Approved Email	1
Establishing a Retail Site	11
Financial Operations	4
Managing and Rotation	1
Banking	1
Employer Identification Number (EIN)	1
Taxes	6
Required Software and Technologies	1
Required Equipment	1
Product Management	5
Franchise Reporting	1
Approved Suppliers	1
Business Cards	2
Preparing a Grand Opening (“Launch”)	1
Managing Personnel	11
Safety & Injury Management	1
Daily Operating Procedures	2
Marketing	2
Understanding Use of Social Media	9
Franchise Marketing Requirements	5
Field Consultant Visits	3
Total Number of Pages	99

EXHIBIT F

AUDITED FINANCIAL STATEMENTS

BOBBLES AND LACE FRANCHISE LLC

Financial Statements For The Years Ended December 31, 2024 & December 31, 2023 & December 31, 2022

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

Description	**Page**
Independent Accountant Audit Report	3-4
Profit & Loss Statement	5
Balance Sheet	6
Statement of Cashflows	7
Statement of Shareholders' Equity	8
Notes to Accompanied Financial Statements	9-12

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of BOBBLES AND LACE FRANCHISE LLC

Opinion

We have audited the financial statements of BOBBLES AND LACE FRANCHISE LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2024 & December 31, 2023 & December 31, 2022, the related Profit & Loss Statements, the related Statements of Cashflows, the related Statements of Shareholders' Equity, and the related notes for the twelve-month periods then ended. (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 & December 31, 2023 & December 31, 2022, and the results of its operations and its cash flows for the twelve-month periods then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

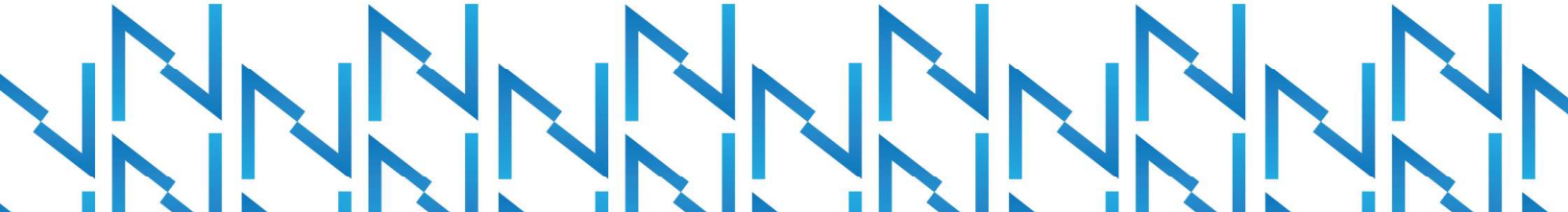
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.



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- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Omar Alnuaimi, CPA

Naperville, IL
April 16, 2025

BOBBLES AND LACE FRANCHISE LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	2024	2023	2022
Revenue			
Franchise Fees	$ 105,000	$191,075	$21,167
Royalty Income	359,490	95,250	8,055
Sales of Products & Services	105,362	-	-
Total Revenue	569,852	286,325	29,222
Cost of Sales	31,919	-	-
Gross Profit	537,933	286,325	29,222
Operating Expense			
Professional Services	34,437	65,127	4,466
Travel Expense	42,940	20,693	7,863
Advertising & Promotional Expense	60,100	20,471	1,083
General & Administrative Expense	56,092	25,178	3,814
Office Expenses	32,767	55,600	-
Salaries & Wages Expense	427,935	114,528	-
Total Operating Expenses	654,272	301,596	17,226
Net Income From Operations	(116,339)	(15,271)	11,996
Other Income (Expense)			
Total Other Income (Expense)	-	-	-
Net Income Before Provision for Income Tax	(116,339)	(15,271)	11,996
Provision for Income Taxes	-	-	-
Net Income (Loss)	$(116,339)	$ (15,271)	$11,996

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

BOBBLES AND LACE FRANCHISE LLC
BALANCE SHEET
AS OF DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	12/31/24	12/31/23	12/31/22
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	$ 36,838	$184,304	$36,402
Accounts Receivable	95,000	-	-
TOTAL CURRENT ASSETS	131,838	184,304	36,402
NON-CURRENT ASSETS			
TOTAL NON-CURRENT ASSETS	-	-	-
TOTAL ASSETS	131,838	184,304	36,402
LIABILITIES AND OWNER'S EQUITY			
CURRENT LIABILITIES			
Deferred Revenue (current)	31,000	20,000	2,000
Company Credit Card	22,186	-	-
Other Current Liability	17,634	-	-
Accrued Liabilities	3,753	4,821	574
TOTAL CURRENT LIABILITIES	74,573	24,821	2,574
NON-CURRENT LIABILITIES			
Deferred Revenue	241,008	167,758	16,833
TOTAL NON-CURRENT LIABILITIES	241,008	167,758	16,833
TOTAL LIABILITIES	315,581	192,579	19,407
OWNER'S EQUITY			
Retained Earnings (Deficit)	(67,405)	6,996	5,000
Net Income (Loss)	(116,339)	(15,271)	11,996
TOTAL SHAREHOLDERS' EQUITY	(183,744)	(8,275)	16,996
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$131,838	$184,304	$36,402

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

BOBBLES AND LACE FRANCHISE LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	2024	2023	2022
OPERATING ACTIVITIES			
Net Income	$ (116,339)	$ (15,271)	$ 11,996
Non-Cash Adjustments			
Changes in Accounts Receivable	(95,000)	-	-
Changes in Deferred Revenue	84,250	168,925	18,833
Changes in Current Liabilities	38,752	4,247	574
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(88,337)	157,901	31,403
INVESTING ACTIVITIES			
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-
FINANCING ACTIVITIES			
Owner's Contribution (net)	(59,130)	(10,000)	5,000
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(59,130)	(10,000)	5,000
NET INCREASE (DECREASE) IN CASH	(147,467)	147,901	36,403
CASH AT BEGINNING OF PERIOD	184,304	36,402	-
CASH AT END OF PERIOD	$ 36,838	$ 184,304	$ 36,402

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

BOBBLES AND LACE FRANCHISE LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ -	$ -	$ -
Net Income for the period ending December 31, 2022	-	11,996	11,996
Equity Contributions (Distributions)	-	5,000	5,000
Balance, December 31, 2022	**$ -**	**$ 16,996**	**$ 16,996**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 16,996	$ -	$ 16,996
Net Income for the period ending December 31, 2023	-	(15,271)	(15,271)
Equity Contributions (Distributions)	-	(10,000)	(10,000)
Balance, December 31, 2023	**$ 16,996**	**$ (25,271)**	**$ (8,275)**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ (8,275)	$ -	$ (8,275)
Net Income for the period ending December 31, 2024	-	(116,339)	(116,339)
Equity Contributions (Distributions)	-	(59,130)	(59,130)
Balance, December 31, 2024	**$ (8,275)**	**$ (175,469)**	**$ (183,744)**

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

BOBBLES AND LACE FRANCHISE LLC (the "Company") was incorporated under the laws of the State of Wyoming for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own 'Bobbles & Lace' location, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates
The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents
Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables
The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 was necessary as of December 31, 2024, December 31, 2023, & December 31, 2022. Franchisee bad debt expense was $0 for the year ended December 31, 2024, December 31, 2023, & December 31, 2022. Franchisee amounts written off were $0 for the year ended December 31, 2024, December 31, 2023, & December 31, 2022.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2024, December 31, 2023, & December 31, 2022, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2024, December 31, 2023, & December 31, 2022, the carrying amounts of the Company's financial assets and liabilities reported in the balance sheets approximate their fair value.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring weekly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

The Company sustained net operating losses during the fiscal years 2024 & 2023. Net operating losses will be carried forward to reduce taxable income in future years. Due to management's uncertainty as to the timing and valuation of any benefits associated with the net operating loss carryforwards, the Company has elected to recognize an allowance to account for them in the financial statements but has fully reserved it. Under current law, net operating losses may be carried forward indefinitely.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2024, December 31, 2023, & December 31, 2022, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 16, 2025, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT G

CURRENT FRANCHISEES

820 CS Burg LLC
322 Broadway
Saratoga Springs, New York 12866
(518) 813-3797

AMSE Collective LLC
4050 North Hermitage Avenue
Unit 1
Chicago, Illinois 60613
(978) 994-2467

Athmer Management, LLC
3775 Lincoln Road
Cincinnati, Ohio 45247
(937) 302-7538

Blond Savage Inc.
1311 Johnson Ferry Road
Suite 132
Marietta, Georgia 30068
(770) 693-7885

Bobbles & Lace Charleston, LLC
577 King Street
Charleston, South Carolina 29403
(843) 996-4823

Bobbles & Lace Savannah LLC
103 West Broughton Street
Savannah, Georgia
912) 643-7155

Bobbles and Lace West Chester LLC
125 North High Street
Westchester, Pennsylvania
(617) 596-2608

CJA Creative Ventures LLC
25922 Hampton Pines Lane
Spring, Texas 77389
(832) 443-2942

JGilbride, LLC (two Businesses)
439 Assembly Row
Somerville, Massachusetts 02145
(978) 317-0330

M Collette Clothing Co LLC
5150 Merriman Road
Jackson, Michigan 49201

Mad Park Ventures LLC (two Businesses)
50 West Broadway
Suite 333
Salt Lake City, Utah 84101
(207) 712-0602

Tirur Corp. (three Businesses)
13823 Destin Beach Lane
Orlando, Florida 37827
(508) 308-4563

Willadie Inc.
3510 16th Street
Boulder, Colorado 80304
(781) 910-1820

Y Fuentes L.L.C.
31 Perkins Cove Road
Ogunquit, Maine 03907
(978) 417-5011

EXHIBIT H

FRANCHISEES WHO HAVE LEFT THE SYSTEM

Meadowstyle, LLC
84 North Street
Hingham, Massachusetts 02043
(781) 374-1025

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

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

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

State	Effective Date
California	*PENDING*
Illinois	*PENDING*
Indiana	*PENDING*
New York	*PENDING*
Wisconsin	*PENDING*

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

EXHIBIT I

RECEIPT

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

If Bobbles and Lace 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. New York requires that you be given this disclosure document at the earlier of the first personal meeting or ten business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Bobbles and Lace 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, 600 Pennsylvania Avenue NW, Washington, DC 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise are the individuals listed in Item 2, 4 Berringer Way, Suite 2-W, Marblehead, Massachusetts 01945, (781) 990-1093 and:

I have received a Franchise Disclosure Document dated April 30, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Bobbles and Lace Franchise, LLC Franchise Agreement
C. Bobbles and Lace Franchise, LLC Multi-Unit Development Agreement
D. State Addenda and Riders
E. Manual Table of Contents
F. Financial Statements
G. Current Franchisees
H. Franchisees Who Have Left the System
I. Receipt

_____ _____

Date Prospective Franchisee

_____

Print Name

Keep this copy for your records.

RECEIPT

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

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I. Receipt

_____ _____

Date Prospective Franchisee

_____

Print Name

Return this copy to Bobbles and Lace Franchise, LLC at:
4 Berringer Way, Suite 2-W
Marblehead, Massachusetts 01945