FRANCHISE DISCLOSURE DOCUMENT

Decadent Development Group, LLC.
(a Georgia corporation)
1012 GA Highway 96, Suite 200
Warner Robins, GA 31088 (763) 592-2200
admin@decadentdessertbar.com
www.decadentdessertbar.com

A Decadent A Coffee and Dessert Bar franchisee will operate a retail coffee shop business (a "Coffee and Dessert Bar") featuring, among other things, coffee and coffee-based or caffeinated beverages, teas and baked goods for on-premises and carry-out consumption, and related sales of retail items in a modern, technical environment.

We offer franchises for the operation of Coffee and Dessert Bar in our traditional model with a drive thru service. The total investment necessary to begin operation of a Coffee and Dessert Bar ranges from $155,000 to $527,000 (excluding lease). This includes $20,000 to $50,000 that is paid to us or our affiliates.

If you sign a development agreement, your estimated initial investment under that agreement will vary depending on how many Coffee and Dessert Bar you agree to develop. This includes a development fee that you must pay to us for each Coffee and Dessert Bar to be developed, in the amount of the full initial franchise fee for the first Coffee and Dessert Bar to be developed, and one-half of the initial franchise fee for each additional Coffee and Dessert Bar to be developed. The total amount of Coffee and Dessert Bars to be developed, and therefore the amount of the development fee, will be subject to mutual 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, contact admin@decadentdessertbar.com or contact us at: 1012 GA Hwy 96, Suite 200, Warner Robins, GA 31088 Attn: Franchise Disclosure or via phone at (478) 235-4338.

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, D.C. 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.

The issuance date of this Franchise Disclosure Document is January 1, 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 or Exhibit I.
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 or Exhibit G 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 "Decadent A Coffee and Dessert Bar" 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 "Decadent A Coffee and Dessert Bar" franchisee?	Item 20 or Exhibit I list 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 C.

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:

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and litigation in Georgia. Out of state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate in Georgia than in your own state.

Mandatory Minimum Payments. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

TABLE OF CONTENTS

<u>EXHIBITS</u>

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

Decadent Development Group, LLC ("we", "us" or "our") is the franchisor of the franchise program described in this Disclosure Document (FDD). Unless otherwise noted, we will refer to a prospective franchisee as "you," whether you are an individual, a partnership, a corporation or other entity, including the owner or owners of those entities.

Decadent A Coffee and Dessert Bar stores began operating in 2018 and have continuously done so since that date. We began offering franchises for Decadent A Coffee and Dessert Bar stores in November 2024 and have continuously done so since that date. We have not offered franchises for any other type of business.

Our principal business address is 1012 Ga Hwy 96, Suite 100, Warner Robins, GA 31088. We conduct business under the corporate name "Decadent A Coffee and Dessert Bar" and do not conduct business under any other name.

Our agents for service of process in various states, including those requiring franchise registration are listed in Exhibit D to this Disclosure Document.

Parents, Predecessors and Affiliates

Previously, A Decadent A Coffee and Dessert Bar was operated as a license agreement under Westwind Investments until August 1, 2021 when it was sold to The Derbyshire Group. Our parent company, The Polo Group and Associates, LLC purchased the rights to Decadent A Coffee and Dessert Bar from The Derbyshire Group on April 1, 2024.

The Polo Group and Associates LLC., a Florida Corporation, incorporated on Aug 21, 2021	The Polo Group and Associates LLC., owns our trademarks and licenses them to us

The Franchise Offered

We may, if we deem you are qualified, offer you the right to operate one (1) or more franchise locations, which offer and sell espresso based beverages, specialty beverages, fresh brewed coffee, coffee beans, food service items, bakery items, tea, and related products such as apparel, mugs, etc. (collectively, the "Approved Products"):

The "Traditional Store" is a retail coffee store that also offers a substantial food service menu prepared on site as well as some prepackaged food items. We began offering franchises for the right to operate a Traditional Store in 2024.

We identify the Store by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin owned by us, including the trade name "Decadent A Coffee and Dessert Bar" (collectively, "Proprietary Marks").

All of the Stores are operated using our Proprietary Marks and in accordance with our proprietary operating system, which includes our valuable know how, information, trade secrets, methods, confidential operations manual (the "Operations Manual") and other proprietary manuals we may loan to you (collectively, the "Manuals"), standards and specifications, marketing and sales programs, fixture and furniture selection, a business strategy for getting and keeping customers, a distribution method for products and services, staffing guidelines and other research and development connected with the establishment and operation of a Store (collectively, the "System"), which we may modify from time to time as we deem appropriate in our sole discretion.

The franchise agreement ("Franchise Agreement"), a copy of which is attached to this Disclosure Document as Exhibit A, gives you the right to establish and operate a Store. Most Stores will be located in high traffic areas that provide ample parking, significant foot traffic, and exposure to a public thoroughfare and the location of your Store must be approved by us ("Approved Location"). In order to ensure that you will be able to fully satisfy customer demand, you will be required to maintain a minimum level of inventory as described more fully in Item 6. You will also be required to purchase certain inventory and supplies from us and/or any of our affiliates (if and when established), as more fully discussed in Item 6 under "warehouse purchases."

Market and Competition

Your Store will offer its products to the general public, and sales are not seasonal, other than any seasonality resulting from the physical and geographical location of your Store. The Store will compete primarily with local, regional, and national restaurants, coffee shops, bakeries, and grocery stores offering specialty coffee, pastries, breakfast items, and related food and beverage items to the public for dine-in, takeout, and catering.

There is a significant amount of competition in the retail specialty coffee business. Examples of the competition you may face include national and regional coffee businesses, mail order, restaurants, grocery stores, bulk food stores and department stores. Your competitive advantage in the marketplace will be based on your adherence to our System standards and specifications, as well as your entrepreneurial and managerial abilities and focus on customer service and marketing efforts in the operation of your Decadent.

Industry-Specific Laws and Regulations

There are no regulations specific to the operation of a retail specialty coffee store, although you will be required to comply with all local, state and federal laws applicable to businesses in general, including zoning laws, labor laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, and the Americans with Disabilities Act. There may be other laws applicable to your business and we urge you to make further inquiries about these laws.

If you have food service, you will have to comply with laws and regulations relating to licensing of a restaurant business. You must comply with regulations for food preparation, food service and minimum sanitary conditions for your Store enforced by state and local health, departments, the U.S. Food and Drug Administration and the U.S. Department of Agriculture, including those relating to nutritional information for menu items. You must obtain all applicable health permits and/or inspections and approvals by municipal, county or state health departments that regulate food service operations. You will also be required to comply with the Telephone Consumer Protection Act and other regulations relating to unsolicited telephone solicitation and text messages as well as PCI Data Security Standards and other laws and regulations relating to customer privacy.

You must consult with your own attorney to ensure that the laws of the state where your Store is located permits you to provide the Approved Products at and from your Store. It is your sole responsibility to investigate any regulations in your area, including those related to the establishment and operation of a Store generally.

Please be advised that you must investigate and comply with all of these applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations, despite any advice or information that we may give you. We have not researched any of these laws to determine their applicability to your Store.

ITEM 2

BUSINESS EXPERIENCE

Business Leaders

The list of following individuals have overall management responsibility for the sale and/or operation of the franchise offered by this disclosure document. Unless otherwise noted, their present place of business is in Warner Robins, GA

Chief Executive Officer and President: Patrick Polowichak.

Patrick Polowichak has served as CEO and President of our company since 2024. Prior to this, he served as a multi-unit licensee of Decadent A Coffee and Dessert Bar since 2018. He authored the Decadent A Coffee and Dessert Bar Operations Manual at the company's inception. Additionally, he served as an advisor to the Licensor until 2024. In April 2024, he acquired the Decadent A Coffee and Dessert Bar brand.

Chief Operations Officer and Vice President: Leah Polowichak.

Leah Polowichak has been employed by a Decadent A Coffee and Dessert Bar since 2018. Prior to this role, she served as Director of Operations of the Decadent A Coffee and Dessert Bar in Warner Robins, GA. In April 2024, she became the COO for Decadent A Coffee and Dessert Bar franchise. All Mrs. Polowichak's employment has been in at our primary location in Warner Robins, GA .

Chief Financial Officer:

Applicants for this position are currently under review

Director of Brand Development: Jessica Johnson.

Jessica Johnson has been employed by a Decadent A Coffee and Dessert Bar since 2018 when she began her career as a Manager at the Warner Robins location in a position she retained until July 2023. In 2023, she shifted focus to Director of Operations for the Warner Robins location. In April 2024, she became our Director of Brand Development. All of Mrs. Johnson's employment has been in at our primary location in Warner Robins, GA .

Director of Operations, Front of House: Bella Bridgeman.

Bella Bridgeman has been employed by a Decadent A Coffee and Dessert Bar since 2018 when she began her career as a barista at the Warner Robins location in a position she retained until 2019. In 2019, she moved to become a shift baker, then subsequently lead baker until July 2023 when she become the Manager of the Warner Robins location. She became our Director of Operations beginning in April 2024. All of Mrs. Bridgeman's employment has been in at our primary location in Warner Robins, GA .

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

All franchisees pay a lump sum franchise fee at the time of signing their Franchise Agreement, which are summarized in the chart below:

Franchise Fee(s)	
Initial	$30,000
Each Subsequent Location	$20,000

Development Agreement

If you enter into a Development Agreement, you must pay us a development fee in an amount equal to the initial franchise fee due under the Franchise Agreement for the first Decadent A Coffee and Dessert Bar plus one-third of the initial franchise fee due under the Franchise Agreement for each additional Decadent A Coffee and Dessert Bar required to be developed under the Development Schedule (the "Development Fee"). By way of example, if your Development Schedule is for the development of three Decadent A Coffee and Dessert Bars, the Development Agreement Fee would be $50,000, The breakdown would be $30,000 covering the Initial Franchise Fee and $10,000 for each of the additional two Franchise Fees. The development fee must be paid in lump sum, is uniformly applied, and is non-refundable.

Veteran and First Responder Program

Decadent A Coffee and Dessert Bar provides a fifty (50%) percent discount on each franchise fee to veterans of U. S. Armed Forces who have been honorably discharged. Additionally, the fifty (50%) discount to First Responders (Fire, Police and EMS). The First Responders must provide verified documentation of current or retired status. This discount is for all development to include the three (3) location package.

Opening Inventory

Prior to opening a Store, you are required to purchase your opening coffee inventory from us, including paper goods and drink ingredients, and the uniforms you will need for initial operations. The amount you must pay to us for the inventory and uniforms described above ranges between $10,000 and

$20,000, and will likely vary depending upon: (i) the type of Store you are awarded the right to operate; (ii) the size and location of your Store; and (iii) the time of year your Store opens. This is the amount of inventory you must purchase from us prior to opening.

Initial Launch Marketing Materials Kit

In addition, we require you to pay us the sum of $3,500 - $5,000, depending on market size, for certain initial launch marketing materials ("Initial Launch Marketing Materials Kit") that you may use in connection with the promotion of the Store prior to and after the opening of the Store.

Uniformity and Other Required Disclosures

Except as provided in this Item, all payments described above are uniformly imposed and non-refundable upon payment.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (Note 1)	4% of Gross Sales (Note 2)	Payable via electronic funds transfer ("EFT") on or before the 10th day after each period (Note 3)	The royalty due each month is paid based on the Gross Sales of the Store over the prior period
Minimum/Maximum Royalty Fee	Minimum $1,500 per month with a maximum $4,500 per month (Note 1)		Royalty fee has a minimum amount and maximum amount per month.
Marketing Contribution (Note 4)	2% of Gross Sales	Same as Royalty	Currently, allocated as 1% to the National Marketing fund and 1% to be spent by you on local marketing and promotion. The Marketing fee is uncapped
Supplier/Vendor or Supplies Approval (Note 5)	Cost of inspection of supplier's facilities and/or test of supplier's samples, plus our reasonable related costs and expenses to certify	Upon demand	Only due if you propose a new supplier or vendors (or particular suppliers) that we have not previously approved.

Type of Fee	Amount	Due Date	Remarks
Product and Equipment Purchases	Will vary	Upon delivery or agreed	We charge you for products and equipment you purchase from or through us.
Technology Fee (Computer Systems, Maintenance, POS and Support)	Cost of Service (we estimate this cost to be $250 - $1000 per month)	Monthly, or as incurred	This covers computer system support, and ongoing development and software upgrades that we may provide in order to support your business, including the Decadent loyalty program. The amount of the fee will vary based on the technology package at your Franchised Business.
Tech Vendor Fee (See Note 6)	Variable	As Incurred	Fees by tech vendors that provide products and/or services to you beyond those covered by the Technology Fee must be paid directly to those vendors in the ordinary course of business. We may, however, enter into an arrangement with a tech vendor, in which case we reserve the right to collect these amounts directly from you and remit to the vendor.
Interest	Lesser of the one and one half percent (1.5%) or the maximum interest rate under your state's law per month on missed, overdue, or insufficient payments	Upon demand	Interest begins to accrue when payment was initially due.

Type of Fee	Amount	Due Date	Remarks
Franchise Extension Fee	$2,500	Due when you sign the extension agreement	Payable upon signing of the Franchise Agreement Extension on the terms described in that agreement. The extension fee is due instead of a new initial franchise fee. There is no extension fee under the Development Agreement.
Transfer to New or Existing Franchisee	$2,500	At time of the transfer	Only due if you propose a transfer of franchise For a transfer upon disability or death of the franchisee's principal, we will not charge a transfer fee.
Relocation Fee	$500	At time of relocation	Only due if you propose to relocate your Franchise
Conference Fee	Our then current conference contribution fee, currently $500 for first two attendees and $500 per additional attendee, as well as your additional attendees expenses (travel, per diem, and hotel expenses) in excess of the two (2) allotted attendees.	As incured	You must attend annual company meeting. We cover conference fees, provide travel, transfers, hotels and meals for the first two attendees. You are also responsible for all of the other costs of attendance (including your employees' wages, benefits and other expenses) along with additional attendees expenses. Attendance will not be required more than once per year.

Type of Fee	Amount	Due Date	Remarks
Additional Training on On Site Assistance Fee	Our then applicable fee per diem training charges (currently $500 per day per trainer), plus the trainer's out-of-pocket expenses (travel, hotel and per diem)	As incured	If you require additional on site assistance or guidance, we will assist you at our then-current training rates, plus each trainer's travel, hotel and per diem expenses.
Additional Training for Remedial Training	Our then applicable fee per diem training charges (currently $500 per day), plus the trainer's out-of-pocket expenses (travel, hotel and living expenses)	When incurred	If you require additional assistance or guidance, we will assist you at our then-current training rates, plus each trainer's travel, hotel and living expenses.
Re-Inspection Fee	$1,500	Upon Invoice	See Note 7
Insurance	Actual Costs	Upon Demand	Only due if you fail to purchase the required business insurance, and we exercise our right to buy insurance for you (we are not obligated to do so).
Audit	If Gross Sales are understated by 2% or more, you pay our audit costs, plus interest on understated amounts	Within 15 days after you receive our examination report	Note 8
Lost Future Royalties	An average amount of the royalties you paid to us in the 36 month period immediately before we terminate the franchise agreement because of your material breach multiplied by 24. If you have not operated the Store for 36 months, the average monthly royalties paid multiplied by 36.	Upon request	You must pay this if we terminate the Franchise Agreement as a result of your default or if you abandon the Franchised Business.

Type of Fee	Amount	Due Date	Remarks
Indemnification	All costs and expenses, including attorneys' fees	Upon demand	Only due if the indemnification clause is involved. You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of a Decadent Coffee and Dessert Bar, including related securities offerings.
Cost of Enforcement or Defense (See Note 9)	Will vary under circumstances	Upon demand	See Note 9

Notes

1. **Fees**. The fees listed in the Item 6 tables are payable only to us or our affiliates (except for the Additional Tech Vendor Fees, which may be paid to a vendor). All fees due to us or our affiliates (such as Royalty Fees, Brand Fund contributions, amounts due for your purchases from us or our affiliates, and other amounts due under the Franchise Agreement) must be paid through electronic funds transfer (using the ACH network). We may debit this account to collect these amounts. You must keep a sufficient balance in the account from which the ACH deductions are made to pay all of the fees due under the Franchise Agreement. We have the right to change payment method requirements. None of the fees payable to us or our affiliates are refundable. All of the fees payable to us or our affiliates are uniformly imposed and collected. However, in some instances in which it was appropriate to do so, we have waived some or all of these fees for a particular franchisee or licensee

   We have the right to adjust, for inflation, the fixed-dollar amounts under the Franchise Agreement (except for the Initial Franchise Fee) to reflect changes in the Index from the year in which you signed the Franchise Agreement. The term "**Index**" means the Consumer Price Index as published by the U.S. Bureau of Labor Statistics ("**BLS**") (1982-84=100; all items; CPI-U; all urban consumers). If the BLS no longer publishes the Index, then we have the right to designate a reasonable alternative measure of inflation

2. **Gross Sales**. As used in the Franchise Agreement, means all revenue from the sale of all Retail Products and Services and all other income of every kind and nature related to, derived from, or originating from the Franchised Business, including barter and the proceeds of any business interruption insurance policies, whether for cash or credit, and regardless of theft, or of collection in the case of credit. Gross Sales excludes: (a) sales taxes and other taxes that you collect from your customers and actually pay to the appropriate taxing authorities; (b) revenue you derive from issuing or selling gift or loyalty cards (although revenue that you derive from selling Retail Products or Services to customers who use such cards for payment will be included in Gross Sales); (c) discounts and promotions provided to customers as part of reasonable discount and promotion campaigns conducted in the ordinary course of business; (d) the amount of any documented refunds or credits the Franchised Business in good faith gives to customers (if those amounts were originally included in Calculating Gross Sales) and (e) alcohol sales

3. **Accounting Period.** As used in the Franchise Agreement, the term "Period" means an accounting interval that we will periodically designate during the calendar year which will be either: (a) a weekly interval; or (b) a four or five-week accounting interval during the calendar year for the purpose of organizing books and records (typically, with 12 Periods in one year). We will establish what the Period will be with reasonable advance written notice to you.

4. **Marketing Contribution**. We have the right to reduce or increase these contributions and may do so (whether on a temporary or some other basis) in some markets, but not others.

5. **Supplier/Vendor, Supplies Approval**. If you wish to sell or use any product that we have not already approved, or buy products from a vendor that we have not already approved, you must follow the procedure under the Franchise Agreement. Among other things, that includes submitting samples of the proposed item as well as other information, for inspection and testing. You or the proposed vendor will pay the reasonable cost of the inspection and evaluation and the actual cost of any testing.

6. **Tech Vendors Fees.** These fees are applicable to software or technology vendors that we may require in order to operate a Coffee and Dessert Bar including music licensing fees, learning management system fees, our quality assurance software fees, and other similar technology or software fees to assist you in running your Franchised Business.

7. **Reinspection Fee.** If we inspect the Coffee and Dessert Bar and determine that it does not comply with all System Standards and specifications, we may require you to pay us an amount not to exceed $1,500 for each re-inspection of the Coffeehouse.

8. **Inspection or Audit.** If we conduct an inspection or audit of your records and find that any payments due to us have been understated or underpaid, then you must immediately pay us, upon demand, the understated or underpaid amount plus interest from the date any amount was due until paid. If an inspection or audit shows that the information provided to us was materially inaccurate or misleading (or it cannot be determined whether it was materially inaccurate or misleading because you did not maintain and preserve the required records), then you also must reimburse our costs and expenses, including accounting and attorneys' fees connected with the inspection or audit. An understatement of Gross Sales or underpayment of 2% or more in any report is deemed to be materially inaccurate and misleading

9. **Cost of Enforcement or Defense.** If a claim for amounts you owe to us is asserted in any legal proceeding before a court of competent jurisdiction, or if we or you must enforce the Franchise Agreement or Development Agreement or a related agreement (including non-compete agreements) in a judicial or arbitration proceeding, we will be entitled to reimbursement of our costs, including reasonable accounting and attorneys' fees, resulting from this proceeding. You also will be responsible for our costs of enforcement if your personnel do not comply with their confidentiality or non-competition obligations. This fee will only become due if: (i) you are in default under the Franchise Agreement or Development Agreement, in which case you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the agreement; (ii) if we successfully defend claims from you regarding the Franchise Agreement or Development Agreement; or (iii) if we incur costs in your defense except where a court with competent jurisdiction determines the claim or expense was caused solely by our gross negligence or willful misconduct.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Estimated)	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 1)	$30,000	As agreed	Upon signing of Franchise Agreement	Us
Opening Inventory and Supplies (Note 2)	$10,000 - $20,000	As arranged between you, us and/ or outside suppliers prior to opening		Us or outside suppliers
Equipment Fixtures, Signage and Leasehold Improvement (Note 3)	$55,000 - $350,000	As arranged between you, us and/ or outside suppliers prior to opening		Us or outside suppliers
Initial Launch Marketing Materials (Note 4)	$2,500 - $5,000	As arranged between you, us and/ or outside suppliers prior to opening		Us or outside suppliers
First Three Months' Rent & Security Deposit (Note 5)	$5,000 - $30,000	As specified in lease or sublease		Landlord
Training Expenses	$2,500 - $5,000	Cash or equivalent	As incurred	Outside Suppliers
Miscellaneous Opening Costs (Note 6)	$2,500 - $5,000	Cash or equivalent	As incurred	Third Parties
Additional Funds - Three Months (Note 7)	$10,000 - $30,000	Cash or equivalent	As incurred	Third Parties
Computer and POS System (Note 8)	$2,500 - $8,000	As arranged	As arranged	Third Parties or outside suppliers
Drive Through (Note 9)	$0 - $40,000	As arranged	As arranged	Third Parties or outside suppliers
Total Estimated Initial Investment (Note 10,11)	$155,000 - $527,000			

Explanatory Notes to Item 7 Charts

1. Initial Franchise Fee. Your franchise fee of $30,000 is paid in one lump sum when you sign the Franchise Agreement. The franchise fee is identical regardless of the characteristics of your Store or its location. For example, your initial franchisee fee is the same whether or not you decide to offer an expanded food service at your location. There are two exceptions to the requirement that you pay the full initial franchise fee described more fully in Item 5 of this Franchise Disclosure

Document, namely the fifty percent (50%) discount off the $30,000 franchise fee for Veteran and First Responders candidates.

2. Opening Inventory and Uniforms. This figure represents the amount of coffee products, drink ingredients and other inventory you will need to purchase in order to operate your Store for the initial three (3) months of operation, as well as the costs associated with acquiring the initial set of uniforms your personnel will wear in connection with Store operations. Please note that this range assumes that the opening of your Store does not coincide with the beginning of the Christmas season or other holiday season where additional “gift-related” inventory such as gift baskets may need to be purchased to handle customer demand.

3. Equipment, Fixtures, Signage and Leasehold Improvements. This range includes our estimated costs to obtain the typical equipment, fixtures, signage, and leasehold improvements associated with a Store in accordance with our System standards and specifications. The total amount expended on these types of items will likely vary considerably depending upon (a) the type of Store model awarded, (b) the size and location of the Store, (c) the physical characteristics and layout of the Store, and (d) the costs of labor in, and other demographics of, the surrounding area where the Store is located. This range does not account for any type of tenant improvement credit or allowance.

4. Initial Launch Marketing Materials. You are required to pay us the sum of $3,500-$5,000, depending on the market size, for the Initial Launch Marketing Materials Kit, which may include certain (a) opening materials, (b) PR release proposals, (c) third-party direct mailing materials and/or other materials we designate, in our discretion, for use in connection with the promotion of the Store prior to and after the opening of the Store. Please note that the majority of the Initial Launch Marketing Materials are prepared by third-party suppliers with which we have already established a business relationship.

5. First Three Months’ Rent and Security Deposit. The amount of the first month’s rent and security deposit will depend on the size, condition and locations of the premises, and the demand for the premises among prospective lessees. The size of the location may have an effect on the cost of leasehold improvements with a larger location requiring higher expenditures for leasehold improvements. However, this may not always be the case since the cost of leasehold improvements may be incorporated into the rental rate for the location depending upon the lease you negotiate. The lease may impose other charges for percentage rent, real estate taxes, utilities, maintenance, advertising and promotion or other expenses. This range does not assume any free rent.

6. Miscellaneous Opening Items. This item covers miscellaneous opening costs and expenses such as installation of telephones, deposits for and temporary utilities, business licenses, legal and accounting expenses, insurance premiums, register cash, initial bank deposits for checking account.

7. Additional Funds – Three Months. This range is designed to cover the estimated amount you will expend on other start-up expenses to open and operate your Store for a period of three (3) months. This range does not include any salary, draw or other compensation for you as the “Franchisee” and Store Owner. This range does not include any other payroll because the amount expended on personnel wages will vary greatly depending on: (i) whether you are an owner-operator; (ii) what Store model you are awarded the right to operate; (iii) the size and location of your Store; and (iv) the hours your Store is open and operating. With that said, we estimate that your payroll could be anywhere from $20,000 to $30,000, but we are not able to make any representation or guaranty as to this expenditure.

These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. The costs associated with opening and operating your Store for a period of three (3) months is likely to vary substantially from location to location. You should carefully review these figures and compare them with information you obtain from local sources, and then discuss your findings with a business or legal advisor before you make a decision to purchase a Store. Your costs will depend on factors such as: (i) the type of Store model you are opening; (ii) the location and size of your Store; (iii) the demographics of the area surrounding your Store; (iv) how much you follow our methods and procedures; (v) your management skill, experience and business acumen; (vi) local economic conditions; (vii) the local market for our product; (viii) the prevailing wage rate; (ix) competition; (x) the time of year you open the Store; and (xi) the sales revenue generated by the Store during its initial three (3) months of operation. Like any new business, it should be expected that your Store will not generate positive cash flow for a significant period after your opening. This period may be as long as three (3) years. You should be prepared, therefore, to invest additional sums to support operations during this initial phase.

8. Computer and POS System. You must procure and install the POS system from approved suppliers or vendors which we may designate. This cost estimate includes a back office computer and three (3) Terminal Kits. For drive thru concepts, you may need to purchase additional registers (not to exceed 3 in total). Additionally, you may not need to purchase a back office computer if you already have a computer that meets our System standards and that you can dedicate to your Store operations.

9. Drive Thru. You will need a Drive Thru window for your Franchised Business. This estimate consists of the costs for (i) outdoor menu board, (ii) group loop, (iii) communication system, (iv) clearance bars, (v) directional signs, and (vi) speaker post.

10. Total Estimated Initial Investment. We relied on our over twenty-five (25) years of experience in the retail coffee business to compile these estimates.

In any event, you should carefully review these figures with a business advisor to determine if they are reasonable before making any decision to purchase the franchise.

11. No Financing. We do not offer direct or indirect financing to franchisees for any of the expenditures listed in the Item 7 charts. The expenses disclosed in Item 7 do not include debt service because we do not know whether, and to what extent, you will obtain financing for any part of your investment.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Store in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Store and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products

You may only market, offer, sell and provide the Approved Products at your Store in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Store. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Store other than our Approved Products or use any item in connection with your Store that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers; Alternate Supplier Approval Process

We have the right to require you to purchase any products, services and other items necessary to operate your Store from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s) (if and when established). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate. We may develop proprietary products for use in your Store, including private-label products that bear our Proprietary Marks, and require you to purchase these items from us or our affiliate(s) (if and when established).

You must at all times maintain sufficient levels of inventory to adequately meet consumer demand. Specifically, we currently require the minimum inventory of $10,000 per Approved Location. You must purchase all food and beverage items and other inventory, branded paper goods, equipment, loyalty program, certain furniture and fixtures, signage, smallwares, merchandise, quarterly marketing campaigns, and the gift card program from us or designated or approved suppliers. Currently, you must purchase your initial and ongoing inventory of coffee products and paper goods from us. If you don't maintain sufficient inventory for your Store, we can provide it and charge you for it. We reserve the right to designate us or any of our affiliates (if and when established) as an Approved Supplier with respect to any item you must purchase in connection with your Store in the future.

As of the Issue Date of this Disclosure Document, please be advised that we are currently the only Approved Supplier from which you must purchase: (i) the Initial Launch Marketing Materials Kit; (ii) your opening inventory, including uniforms, as described more fully in Item 5 of this Disclosure Document; (iii) ongoing purchases of certain inventory and supplies, including all coffee products, drink ingredients and branded paper goods, for use in connection with your Store; and (iv) certain of the services that are covered by the Technology Fee. Please note that while we are an Approved Supplier for uniforms and certain other branded items, we are not currently the only designated supplier for these items as of the Issue Date of this Disclosure Document.

As of the Issue Date, we also have an Approved Supplier from which you must: (i) purchase the point-of-sale system (the "POS System") that must be used in connection with your Store; and (ii) pay an ongoing licensing fee associated with that POS System. We also have an Approved Supplier for the millwork you will be required to use in the build-out of your Store.

Other than us, none of our officers own an interest in any of our Approved Suppliers.

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully below in this Item. We may provide our standards and specifications for our Approved Products directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

You must offer products and services in the manner we prescribe, provide quality customer service, and otherwise operate your Store in a manner which will enhance the image intended by us for the System.

We reserve the right to formulate and modify our standards and specifications for operating a Store based upon the collective experience of our principals. Our standards and specifications are described in the Franchise Agreement, the Manuals, and other written documents. We have the right, under the Franchise

Agreement, to change the standards and specifications applicable to operation of the Store by written notice to you or through changes in the Manuals. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately sixty percent to seventy-five percent (60% to 75%) of your total costs incurred in establishing your Store, and approximately forty percent to sixty percent (40% to 60%) of your ongoing costs to operate the Store after the initial start-up phase. Please be advised that these percentages do not include your lease payments you make in connection with your Premises.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Store that are not Approved Products; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Store; or (ii) purchasing from a non-approved supplier. You must reimburse us for the costs we incur in processing the request and testing the item. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within thirty (30) days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the stores in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliate(s) (if and when established) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Stores in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates (if and when established) may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

We reserve the right to create purchasing cooperatives in the future.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

If you commit any of the defaults listed below, we have the right to refuse to sell products to you. The defaults giving rise to this remedy include: (1) a payment due to us from you is more than 30 days past due; (2) Sales Report submission 30 days past due and or eliminating our access to retrieve sales report, (3) Any other default under the Franchise Agreement that has not been cured within 30 days of written Notice. In addition, if you fail to satisfy all the conditions of renewal but continue to operate your Franchised Business after the end of the term of the Franchise Agreement, we have the right to refuse to sell products to you and to cause approved and designated vendors to refuse to sell products to you.

Advertising

You must participate in all advertising and sales promotions we design to promote and enhance the collective success of all Decadent A Coffee and Dessert Bar Stores operating under the System. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by us will be final and binding upon you. We may also request that you purchase and/or make copies of (at your expense) and subsequently use certain other advertising or promotional materials that we designate for use in connection with the Store.

You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Store if we have not prepared or approved them during the twelve (12) months prior to the date of your proposed use. We may revoke our approval of any previously-approved advertising materials upon notice to you. We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by any cooperative, including the phrase "Franchises Available" and references to our telephone number and/or website.

Approved Location and Lease

You must obtain our approval of the proposed location for your Approved Location, as well as the corresponding lease, before you secure such location. You must also obtain our approval of any contract of sale or lease for the Approved Location before you execute the contract or lease, and we may condition our approval of any such lease on you and your landlord's execution of our prescribed form of Collateral Assignment of Lease and lease addendum. You must also ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Store at the premises. Our approval only means that the site meets our minimum requirements for a Store and does not guarantee any type of success at the Approved Location. We strongly recommend that you employ outside brokers to assist in the site selection process.

You will be responsible for all fees, costs and expenses that are incurred in connection with obtaining an Approved Location. We may designate an Approved Suppliers for site selection assistance and require that you use these suppliers.

Insurance

We currently do not have one or more Approved Suppliers for insurance, but we reserve the right to appoint one or more in the future. You agree to purchase/procure and maintain such insurance covering the operation and location of the Store as we may designate from time to time in the Manual or otherwise in writing.

Our present insurance requirements are as follows:

(i) general liability insurance in the minimum amount of one million dollars ($1,000,000) per occurrence (including personal and advertising injury and employee benefits liability insurance of $1,000,000), two million dollar ($2,000,000) umbrella general liability insurance in the aggregate, and two million dollars ($2,000,000) of products/completed operations liability insurance;

(ii) property insurance as required by Franchisee's landlord;

(iii) auto insurance for all vehicles used in connection with operating the Store (for delivery or other purposes), which will include liability coverage in the minimum amount of one million dollars ($1,000,000) per year, or the minimum required by state regulations, whichever is greater;

(iv) commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and employers liability) to not less than $5,000,000 each occurrence, $5,000,000 general aggregate, and $5,000,000 products/completed operations aggregate;

(v) business income interruption and extra expense insurance covering actual loss for not less than one (1) year of operations;

(v) worker's compensation as required under applicable laws and regulations and any other insurance required by your lenders or landlord;

(vi) any other coverage that we periodically require to satisfy insurance-related obligations.

Our standard franchise offering does not involve the sale of alcoholic beverages and, as such, we have not included the insurance that may be required to offer and sell such beverages at a given Store in this Disclosure Document. Please note that these are only minimum requirements and you should discuss with your attorney and insurance broker whether you should obtain policies with a higher policy amount.

Computer Hardware and Software

You must lease or purchase the computer hardware and software necessary to operate the POS System you must purchase from our Approved Supplier and use in connection with your Store, which is currently the POS System, back-office computer or laptop (collectively, the "Computer System").

You must pay the monthly and initial fees associated with the POS System and will be responsible for the costs of maintaining the Computer System used in connection with your Store.

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications. We may require you to purchase any of these items from one of our Approved Suppliers. Your Computer System must have network access through a wireless provider. We may require you to purchase any of these items from one of our Approved Suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	§§ 1.2, 5 of Franchise Agreement; Ex. A of Development Agreement	11, 12
b.	Pre-opening purchase/leases	§§ 5, 6, 7, and 14 of Franchise Agreement	11
c.	Site development and other pre- opening requirements	§§ 3.2, 5.2, 5.4, and 5.7 of Franchise Agreement; § 10 of Development Agreement	5, 6, 7, 11
d.	Initial and ongoing training	§§ 3.1 and 6 of Franchise Agreement	11
e.	Opening	§§ 3.3, 3.7, 5.1, 5.4, 5.7 and 8.2 of Franchise Agreement	5, 6, 7, 11
f.	Fees	§§ 2.2.6, 4 and 16.5.9 of Franchise Agreement; § 4 of Development Agreement	5, 6
g.	Compliance with standards and policies/ operating manual	§§ 1.5, 3.4, 5, 7, 8.1, and 10 of Franchise Agreement	8, 11, 15
h.	Trademarks and proprietary information	§§ 1.1 and 9 of Franchise Agreement; § 8 of Development Agreement	13, 14
i.	Restrictions on products/services offered	§§ 1.5 and 7 of Franchise Agreement	8, 16
j.	Warranty and customer service requirements	§ 8 of Franchise Agreement	15

	Obligation	Section in Agreement	Disclosure Document Item
k.	Territorial development and sales quotas	§ 1.3 of Franchise Agreement; § 2 and Ex. A of Development Agreement	12
l.	Ongoing product/service purchases	§ 7 of Franchise Agreement	8
m.	Maintenance, appearance and remodeling requirements	§§ 5 and 8.6 of Franchise Agreement	11
n.	Insurance	§ 15 of Franchise Agreement; § 11.2 of Development Agreement	7, 8, 11
o.	Advertising	§§ 3.5, 3.6 and 13 of Franchise Agreement	6,11
p.	Indemnification	§ 21 and Ex. C of Franchise Agreement; §§ 11.8 and 15 of Development Agreement	14
q.	Owner's participation	§ 8.7 of Franchise Agreement	11, 15
r.	Records and Reports	§§ 4.2, 12 and 15.7 of Franchise Agreement	6, 11
s.	Inspections and audits	§§ 3.7, 8.11 and 12 of Franchise Agreement	6,11
t.	Transfer	§§ 8.10, 16 and 19.5 of Franchise Agreement; §§ 11.3 and 12 of Development Agreement	17
u.	Renewal	§ 2.2 of Franchise Agreement	17
v.	Post-termination obligations	§§ 11.1.1, 12.1.2, 18, 19.3 and 19.5 of Franchise Agreement; § 11.5 of Development Agreement	17

	Obligation	Section in Agreement	Disclosure Document Item
w.	Non-competition covenants	§ 19 of Franchise Agreement; § 11.6 of Development Agreement	17
x.	Dispute Resolution	§ 27 of Franchise Agreement; § 11.13 of Development Agreement	17
y.	Taxes/Permits	§§ 5.4, 8.8 and 20 of Franchise Agreement; § 11.7 of Development Agreement	Not Applicable
z.	Other: Personal Guarantee	Ex. B to Franchise Agreement; Ex. B to Development Agreement.	Not Applicable

ITEM 10

FINANCING

We do not presently offer either direct or indirect financing. We do not guarantee your note, lease or other obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTERS SYSTEMS AND TRAINING

Except as listed below, we need not provide any assistance to you.

A. Pre-Opening Obligations to Franchisees

Before you open your Store, we or our designee will provide the following assistance and services to you:

1. Assist you, as we deem reasonable and necessary, provide certain site selection assistance for the Approved Location, as further discussed below. (Franchise Agreement, Section 4.1)

- General site selection guidelines, counseling, and assistance as we deem advisable (Franchise Agreement, Section 1.2);

- One on-site evaluation without a separate charge upon receipt of a completed site selection package submission (Franchise Agreement, Section 1.2);

- Written notice of site acceptance or rejection of the proposed site within 30 days of receiving your site selection package submission (Franchise Agreement, Section 1.2);
- Review of lease, sublease, design plans, and renovation plans for the Coffeehouse (Franchise Agreement, Section 3.3);

2. Assist you or your architect, contractor or designer, as we deem reasonable and necessary, in the specifications for the construction of the interior design and layout of your Store. (Franchise Agreement, Section 4.3)

3. Provide to you written specifications for fixtures, furnishings, equipment, and signage (Franchise Agreement, Section 3.3), to include names of approved suppliers/

4. Loan to you, or provide you with online access to, one (1) copy of our Manual for the duration of the Agreement, and any other manuals that we may develop and issue. At our option, we may provide you with either a paper or electronic version of the Manual and other manuals. The Table of Contents of the Manual is attached as Exhibit D to this Disclosure Document and the Manual is between 312 and 518 pages as of the Issue Date of this Disclosure Document (depending on the Store Model you are awarded the right to operate). (Franchise Agreement, Section 4.2)

5. Offer a classroom training program to you covering basic Store operations and management. (Franchise Agreement, Section 4.4.)

6. Offer, at your Store's premises, an initial training program to you and those employees you select who will be involved in the daily operation of the Store. (Franchise Agreement, Section 4.5)

7. Provide you with the Initial Launch Marketing Materials Kit and opening stock of inventory, provided you timely pay for such items as required under your Franchise Agreement (Franchise Agreement, Sections 4.6 and 9.5)

8. Provide initial advice and assistance to you in operating and promoting the Store, as we deem appropriate. (Franchise Agreement, Section 4.8)

8. Furnish to you our authorized vendor guide for ordering Decadent A Coffee and Dessert Bar apparel and approved merchandise. (Franchise Agreement, Section 4.7)

B. <u>Initial Training Program and Details; Other Training and Annual Convention</u>

1. Prior to the opening of your Store, you (or, if a corporation or partnership, a principal of the business acceptable to us) and/or your designated store manager, shall attend and complete to our satisfaction, our franchise operations training program ("Operations Training"), and our initial on-site training program ("On Site Training"). (Franchise Agreement, Section 5.7)

2. Your Operations Training program will last anywhere from five (5) to ten (10) calendar days (at our discretion) depending upon the location and physical characteristics of Store you will be operating and whether you have decided to offer extended food service. The number of these training days may be reduced in our discretion if it appears that additional training is unnecessary. This training normally occurs thirty (30) to sixty (60) days prior to the Store opening and must be attended by you (or, if a corporation or partnership, a principal of the business acceptable to us) and/or your designated store manager. Operations Training will be held in Warner Robins, GA and will consist of both classroom and in store training, covering business basics, customer service and Store operations. Operations Training is held in Warner Robins, GA periodically as needed. We will provide training instructors, a training manual, and other materials without

charge. You will be responsible for all other expenses incurred during the Operations Training program, such as travel, lodging, and meal costs for both you and your store manager (if applicable). We may adjust or abbreviate the Operations Training program for certain franchisees based upon their past business experience. Some training may be held online.

3. The On Site Training program will be held at your Store at the time it is scheduled to open. The program is provided to you and those employees selected by you who will be involved in the daily operation of the Store. You are required to be fully staffed, personally present and participate at your Store during all On Site Training. Such training will cover, among other things: equipment set up, merchandising set up, daily operational procedures, preventive maintenance of equipment, service fulfillment and local marketing. On Site Training, depending on concept, could last up to seven (7) calendar days, beginning two (2) to three (3) calendar days prior to the Store opening and lasting up to four (4) days after Store opening date (at our discretion). We will provide the trainer(s), a training manual, and other materials without charge. In the event that you need additional training or you are not prepared for the On Site Training program, after that time you will be required to pay us $500 per day as well as our travel costs incurred for each day we spend in our attempt to provide On Site Training.

4. We modify the On Site Training program for existing Decadent A Coffee and Dessert Bar franchisees to reflect their prior experience and knowledge of our System. The modified program will last approximately one (1) to three (3) calendar days, at our discretion.

5. Within one hundred and eighty (180) days following the opening of your Store, we may provide, at our discretion, one on-site follow-up training visit. Such training may consist of between one and three (3) calendar days. We will provide, without charge, the trainer and other training materials for the follow-up training visit and you must be present during all such training.

6. We may, as we deem appropriate in our sole discretion, provide certain portions of your Initial Training Program via the internet, webinar, or other learning management system that allows us to track, test, and monitor your progress.

7. Our training, including the approximate duration and the location of training are detailed on the following chart and, except as provided in this Item, this training applies to all Store Models:

8.We use our operations and other manuals and other materials to conduct our training. All training is conducted and/or supervised by Jessica Johnson, our Director of Brand Development, who has assisted us in all aspects of marketing, and operations since her employment for us began in 2018 and has nine (9) years of experience in the subjects she is teaching. We do not currently have a set training schedule, but our Operations Training program will be made available on an as-needed basis subject to the availability of our personnel. Instructional materials, including components of the Manuals, will be provided to you and used as necessary as you proceed through the Operations Training program. The Operations Training program is subject to change without notice to reflect updates in the materials, methods and Manuals, as well changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. (Franchise Agreement, Section 5.7)

9. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one (1) year in the subject matters that they teach. We will loan you (or otherwise provide you with access to) a copy of our proprietary instructional materials prior to or upon your attendance at our Initial Training Program, which may include our Manuals and certain other instructional materials that we develop.

10. You, or another person that successfully completes our Initial Training Program, will be required to train all other personnel that works at your Store. (Franchise Agreement, Section 5.7).

If, during the term of the Franchise Agreement, you want us to train additional employees at your Store, you must pay us our then-current Training Fee (currently, $500 per day) plus reasonable reimbursement for the trainer's cost of transportation, meals, and lodging. (Franchise Agreement, Section 5.7)

11. If you or other trainee you designate fails to complete the Operations Training program to our satisfaction, you will be in default of the Franchise Agreement and as part of the remedial training, that person may re-attend or you may send a replacement to our next available Operations Training program session, provided there is availability. We may charge our then-current training tuition rate for these individuals to re-attend the Operations Training program as well. In any event, you are solely responsible for all expenses incurred related to your and your employee's attendance at our Operations Training program, including transportation to and from the training site, lodging, meals and employee wages. (Franchise Agreement, Section 5.7).

12. We may, as we deem appropriate in our discretion, provide (and, in certain circumstances) require you to attend Additional Training and/or Remedial Training, as described more fully in Item 6 of this Disclosure Document. We reserve the right to charge our then-current Training Fee in connection with: (i) any Additional Training you request we provide; and (ii) any Remedial Training. (Franchise Agreement, Section 4.11)

13. You, and other employees designated, are also required to attend our Decadent A Coffee and Dessert Bar national convention and or regional training events for franchisees as well as additional training programs that we may reasonably require. You will be required to pay us our then-current Convention Contribution, currently amounting to $500, for the national convention and or regional events (paid to us via scheduled EFT prior to the convention), to cover your attendance and that of one additional person. (Franchise Agreement, Section x.x

14. You will be responsible for your expenses incurred in attending the annual national convention as well as additional training programs, excluding the costs of transportation and lodging. The convention and all training will be at the time(s) and location(s) we select. (Franchise Agreement, Section 5.9)

ITEM 12

TERRITORY

The Franchise Agreement designates the Approved Location for the Store. If no Approved Location has been selected when you sign the Franchise Agreement, we will describe the Approved Location in a site approval letter sent to you after you locate the Approved Location.

After an Approved Location has been agreed upon, we will determine whether there will be an area surrounding that location that will be granted certain protections as noted below (a "Protected Territory"). Not all franchisees will be granted a Protected Territory. We will determine whether to grant a Protected Territory, and its size, based on a number of factors, such as the character of nearby businesses, drive times, demographics, and other physical and commercial characteristics of the location and trade area. If we grant you a Protected Territory, then during the term of the Franchise Agreement, we will not operate, nor will we grant to any other party the right to operate, a Decadent A Coffee and Dessert Bar within the Protected Territory (so long as you and your affiliates are in compliance with the terms of the Franchise Agreement and any other agreements with us and our affiliates relating to any Decadent A Coffee and Dessert Bars).

If we grant you a Protected Territory, the size of the Protected Territory will be based on a number of factors, such as the character of nearby businesses, drive times, demographics, and other physical and commercial characteristics of the location and trade area. There is no minimum area you will receive as a Protected Territory.

You may not relocate your Store without our written consent, which we will not unreasonably withhold provided: (i) your proposed relocation site meets our then-current criteria for an Approved Location; and (ii) you pay our then-current relocation fee (if any). When considering a request for relocation, we may take into account the desirability of the proposed new location, its distance from other and future-planned franchised locations, the traffic patterns, security, cost, and the demographics of the area, as well as any other related factors we deem appropriate.

We may, but have no obligation to, consider granting to you the right to establish additional Decadent A Coffee and Dessert Bars under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another Decadent A Coffee and Dessert Bar in an area and at a location we approve. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

The Franchise Agreement grants you only the right to operate your Franchised Business, and does not grant you any right to engage into other business opportunities for the sale and distribution of "Decadent A Coffee and Dessert Bar" products or services through any other channel. You may offer and sell products and services only from the Accepted Location of your Franchised Business and not from any other location, and you may not solicit or accept orders from outside your Protected Territory (if you are granted a Protected Territory).

Development Agreement

If you are a Developer and you comply with your obligations under the Development Agreement, we will not establish or license anyone other than you to establish Decadent A Coffee and Dessert Bar under the System in your Development Area, until the end of the period of time specified in the Development Schedule to your Development Agreement, except that we will reserve all of the rights described below. As a result, you will not receive an exclusive territory under a Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will not receive the right to acquire additional franchises in your area.

Except for the requirement that you be in compliance with your obligations under the Development Agreement (including for example the Development Schedule), continuation of your rights under the Development Agreement is not subject to achieving any particular sales volume, market penetration, quota, or other benchmark. If you fail to meet the development schedule, you will be in default under the Development Agreement and we reserve the right to terminate the Development Agreement for that default. We may not modify your territorial rights. We will approve sites for Decadent A Coffee and Dessert Bars under a Development Agreement using the then-current site criteria we use at the time(s) requested.

The term "Non-Traditional Facility" includes college campuses, schools, hotels, casinos, resorts, airports and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; healthcare facilities; seasonal facilities; corporate campuses; shopping malls; convenience stores; grocery stores; theaters; and sporting event arenas and centers.

We will not compensate you for making any sales within your Protected Territory/Development Area pursuant to the rights we reserve above.

ITEM 13

TRADEMARKS

We grant you a limited, non-exclusive license to use our primary mark Decadent A Coffee and Dessert Bar and certain other Proprietary Marks in connection with the operation of your Store only at your Approved Location, provided you use these Proprietary Marks as outlined in your Franchise Agreement and our Manuals.

We own the following service mark registrations on the principal register of the United States Patent and Trademark Office:

Marks	Registration Number	Registration Date
Decadent A Coffee and Dessert Bar	5284735	September 12, 2017
DECADENT	6887036	November 1, 2022
Decadent (Stylized Font)	6887037	November 1, 2022

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We and our affiliates own common law copyrights in the Manuals, our recipe books, certain drawings, and advertising materials, and we will make these available to you. These materials are our proprietary property and must be returned to us upon expiration or termination of the Franchise Agreement.

We will provide to you, under the terms of the Franchise Agreement, standard floor plans and specifications for construction of a Decadent A Coffee and Dessert Bar. You may be required to employ a licensed architect or engineer, who will be subject to our reasonable approval, to prepare plans and specifications for construction of your Franchised Business, based upon our standard plans. These revised plans will be subject to our approval. You will be entitled to use the plans only for the construction of a single Decadent A Coffee and Dessert Bar at the site approved in the Franchise Agreement, and for no other purpose. We will require your architect and contractor to agree to maintain the confidentiality of our plans and to assign to us any copyright in the derivative plans they create.

There are no currently effective determinations of the USPTO, U.S. Copyright Office, or any court concerning any copyright. There are no currently effective agreements under which we derive our rights in the copyrights and that could limit your use of those copyrighted materials. The Franchise Agreement does not obligate us to protect any of the rights that you have to use any copyright, nor does the Franchise Agreement impose any other obligation upon us concerning copyrights. We are not aware of any infringements that could materially affect your use of any copyright in any state.
Confidential Manuals

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Brand Manual. We will lend you one set of our Brand Manual, which we have the right to provide in any format we choose (including paper or digital), for the term of the Franchise Agreement.

You must at all times accord confidential treatment to the Brand Manual, any other Brand Manuals we create (or that we approve) for use with the Franchised Business, and the information contained in the

Brand Manual. You must use all reasonable efforts to maintain this information as secret and confidential. You may never copy, duplicate, record, or otherwise reproduce the Brand Manual and the related materials, in whole or in part (except for the parts of the Brand Manual that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Brand Manual will always be our sole property. You must always maintain the security of the Brand Manual.

We may periodically revise the contents of the Brand Manual, and you must consult the most current version and comply with each new or changed standard. If there is ever a dispute as to the contents of the Brand Manual, the version of the Brand Manual (that we maintain) will be controlling.

Confidential Information

Except for the purpose of operating the Decadent A Coffee and Dessert Bar under the Franchise Agreement, you may never (during the term of the Franchise Agreement and later) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know how concerning the operation of the Decadent A Coffee and Dessert Bar that may be communicated to you or that you may learn by virtue of your operation of a Decadent A Coffee and Dessert Bar. You may divulge confidential information only to those of your employees who must have access to it in order to operate the Decadent A Coffee and Dessert Bar. Any and all information, knowledge, know how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.

In addition, you must require each of your Principals and your Store Managers to sign confidentiality covenants. Every one of these covenants must provide that the person signing will maintain the confidentiality of information that they receive in their employment or affiliation with you or Franchised Business. These agreements must be in a form that we find satisfactory, and must include, among other things, specific identification of our company as a third party beneficiary with the independent right to enforce the covenants. Our current forms for this agreement are attached as Exhibit F to the Franchise Agreement). Once signed, you must provide us a copy of each executed confidentiality agreement.
Patents

No patents are material to the franchise. If it becomes advisable to us at any time to acquire a patent, you will be obligated to use the acquired patent as we may require.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE STORE

The Franchise Agreement requires that you (or your Operating Owner or one of your designated management personnel who will assume primary responsibility for the franchise operations and who we have previously approved in writing) must devote full time, energy, and best efforts to the management and operation of the Franchised Business, and must successfully complete the initial training program. Your Franchised Business must be managed at all times by you (or your Operating Owner or Certified General Manager) or by a manager who has completed our initial training program to our satisfaction. The Operating Owner must own at least 10% of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Owner to hold a smaller interest. You must obtain personal guarantees and covenants from your management personnel, supervisors, and principals including commitments regarding confidentiality, Proprietary Marks, and non-competition. Depending on the circumstances, we may require your spouse to also sign a personal guarantee.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that we have approved. We may change the approved product offerings and any related merchandising and promotional materials at any time. All food and beverage products must be prepared and served only by properly trained personnel in accordance with the Manual. You may sell only Decadent A Coffee and Dessert Bar products and services (or other approved products) at retail from your Store, and you may not engage in the wholesale sale or distribution of any Decadent A Coffee and Dessert Bar products, services, equipment or other component, or any related product or service, without first obtaining our written consent. You may not sell products through the internet or using any channel of distribution other than your Store without first obtaining our written consent.

We may set reasonable restrictions on the maximum and minimum prices you may charge for the products and services offered and sold at the Franchised Business.

We may prescribe standard uniforms and attire for all Decadent A Coffee and Dessert Bar personnel. You may obtain such uniforms and attire from any approved supplier.

We have the right to add other authorized goods and services that you must offer. These changes also may include new, different or modified equipment or fixtures necessary to offer such products and services. There are no limits on our right to make these changes. (Add something about timeframe for the removal of items)

In preparing, dispensing and selling Decadent A Coffee and Dessert Bar products, you may use only product components, ingredients, flavoring and garnishes that meet our then current requirements and specifications. You must prepare all Decadent A Coffee and Dessert Bar products in strict accordance with our standards, specifications, techniques and procedures. In dispensing the Decadent A Coffee and Dessert Bar products, you may use only containers, cups, cartons, bags, boxes, napkins and other paper goods and packaging bearing our then-currently approved text, designs and identity standards, and that otherwise meet our then-current requirements, specifications and quality standards.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The tables that follow list important provisions of the Franchise Agreement and Development Agreement, which are attached as Exhibit A and Exhibit B to this Disclosure Document. Please read the portions of the agreement referred to in this chart for a full explanation of these key provisions.

Franchise Agreement

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	2.1	10 years after the date the Franchised Business opens and begins operations.

	Provision	Section in Franchise Agreement	Summary
b.	Renewal or extension of the term	2.2	Renewal of right to operate the Coffee and Dessert Bar for two additional ten-year terms by signing our then-current franchise agreement (which may contain terms and conditions materially different from those in your original agreement), subject to contractual requirements described in “c” below.
c.	Requirements for you to renew or extend	2.2.1 to 2.2.9	Timely written notice of intent to renew; refurbishment to comply with our then- current standards; compliance with agreement terms during agreement term and at time of renewal; timely compliance with all financial obligations; sign then-current franchise agreement (which may contain materially different terms than the Franchise Agreement, including different payment terms, protected territory terms, covenants against competition, and the like); payment of renewal fee; sign renewal agreement with general release; compliance with then- current personnel and training requirements; and demonstrated right to remain in accepted location.
d.	Assignment of contracts by us	16.1	There are no limits on our right to assign the Franchise Agreement.
e.	"Transfer" by you – definition	16.4	Includes any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security, direct, or indirect interest in: (a) the Franchise Agreement; (b) you; (c) any or all of your rights and/or obligations under the Franchise Agreement; and/or (d) all or substantially all of the assets of the Coffee and Dessert Bar
f.	Our approval of transfer by you	16.4 to 16.5	You may not make any transfers without our prior consent.
g.	Conditions for our approval of transfer	16.5	Release, signature of new Franchise Agreement, payment of transfer fee, and others; see §§ 16.5.1 to 16.5.10.
h.	Our right of first refusal to acquire your business	16.6	We have the right (not obligation) to match any bona fide offer.
i.	Your death or disability	16.7	Representative must promptly apply for our approval to transfer interest
j.	Termination by you	Not Applicable	
k.	Termination by us without cause	Not Applicable	
l.	Termination by us with cause	17	Default under Franchise Agreement, abandonment, and other grounds; see § 17 of the Franchise Agreement.
m.	"Cause" defined – non- curable defaults	17.1 to 17.2	Abandonment, conviction of felony, and others; see § 17.2 of the Franchise Agreement.
n.	"Cause" defined – curable defaults	17.3	All defaults not specified in §§ 17.1 and 17.2 of the Franchise Agreement.

	Provision	Section in Franchise Agreement	Summary
o.	Your obligations on termination or non-renewal	18 to 19	Cease operating Coffee and Dessert Bar, payment of amounts due, and others; see §§ 18.1 to 18.12, 19.
p.	Our option to purchase your business	18.4 to 18.5	Upon termination or expiration of the Franchise Agreement, we can acquire any interest which you have in any lease or sublease for the premises and purchase your furnishings, equipment, material, or inventory at the lesser of cost or fair market value.
q.	Non-competition covenants during the franchise term	19.2 to 19.6	Prohibits engaging in "Competitive Business" (meaning any business that (a) offers products or services that are the same as or similar to those that are then-offered from a Coffee and Dessert Bar, or (b) at which sale of caffeinated coffee and coffee-based or flavored beverages (in any combination or individually) comprise 20% or more of its gross revenues) during the Franchise Agreement term with no limitations.
r.	Non-competition covenants after the franchise is terminated or expires	19.2 to 19.6	Prohibits engaging in Competitive Business within five miles of the location of your Coffee and Dessert Bar and other Coffee and Dessert Bar for two years after expiration or termination. Also applies after a transfer.
s.	Integration/merger clause	25.1	Final complete agreement with exhibits is binding and supersedes all prior agreements. Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. (Nothing in the Franchise Agreement or elsewhere is intended to disclaim the representations we make in this disclosure document.)
t.	Modification of the agreement	25.2	By mutual agreement in writing.
u.	Dispute resolution by arbitration or mediation	27	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.
v.	Choice of law	27.1	Georgia law governs the Franchise Agreement. Your state law may impact this provision.
w.	Choice of forum	27.2	Any action you bring against us must be brought only within courts with jurisdiction over Houston County, Georgia. Any action we bring against you may be brought in jurisdiction where we maintain our principal place of business. Your state law may impact this provision.

Development Agreement

	Provision	Section in Development Agreement	Summary
a.	Term of the franchise	§3	The term of the Development Schedule will be discussed and agreed upon by the parties before entering into the Development Agreement
b.	Renewal or extension of the term	Not Applicable	
c.	Requirements for you to renew or extend	Not Applicable	
d.	Assignment of contracts by us	§§ 11 and 12	There are no limits on our right to assign the Franchise Agreement.
e.	"Transfer" by you – definition	§11	Includes transfer of any interest in you or the Development Agreement.
f.	Our approval of transfer by you	§11	You may not make any transfers without our prior consent.
g.	Conditions for our approval of transfer	§§ 11 and 12	Your compliance with the agreement, a release, the buyer's signature of a new Franchise Agreement, the payment of transfer fee, and others; see §§ 16.5.1 - 16.5.10 of the Franchise Agreement. We may also withhold our consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights under the Development Agreement
h.	Our right of first refusal to acquire your business	§11	We have the right (not obligation) to match any bona fide offer.
i.	Your death or disability	§11	Interest in Development Agreement must be transferred to a third-party we have approved within six months.
j.	Termination by you	Not Applicable	
k.	Termination by us without cause	Not Applicable	
l.	Termination by us with cause	§§11 and 13	Failure to meet the Development Schedule, default or termination under the Franchise Agreement, abandonment, and other grounds; see § 17 of the Franchise Agreement. Termination of the Development Agreement does not constitute a default under any of your Franchise Agreements.
m.	"Cause" defined – non- curable defaults	§11	Abandonment, conviction of felony, termination of a Franchise Agreement, and others; see § 13 of the Development Agreement and § 17.2 of the Franchise Agreement.
n.	"Cause" defined – curable defaults	§11	All other defaults not specified in § 13 of the Development Agreement and §§ 17.1 and 17.2 of the Franchise Agreement

	Provision	Section in Development Agreement	Summary
o.	Your obligations on termination or non-renewal	§11	Stop developing Locations, pay amounts due, pay lost future royalties, and others; see §§ 18.1 - 18.11 of the Franchise Agreement.
p.	Our option to purchase your business	§11	We can acquire your lease or sublease for the premises, and purchase your equipment, material, and inventory at cost or fair market value after termination or expiration.
q.	Non-competition covenants during the franchise term	§11	Prohibits engaging in “Competitive Business” (meaning any business that (a) offers products or services that are the same as or similar to those that are then-offered from a Coffee and Dessert Bar, or (b) at which sale of caffeinated coffee and coffee-based or flavored beverages (in any combination or individually) comprise 20% or more of its gross revenues) during the Franchise Agreement term with no limitations.
r.	Non-competition covenants after the franchise is terminated or expires	§11	Prohibits engaging in Competitive Business within five miles of the location of your Coffee and Dessert Bar and other Coffee and Dessert Bar for two years after expiration or termination. Also applies after a transfer.
s.	Integration/merger clause	§14	Final complete agreement with exhibits is binding and supersedes all prior agreements. Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. (Nothing in the Franchise Agreement or elsewhere is intended to disclaim the representations we make in this disclosure document.)
t.	Modification of the agreement	§14	By mutual agreement in writing.
u.	Dispute resolution by arbitration or mediation	§11	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.
v.	Choice of law	§11	Georgia law governs the Franchise Agreement. Your state law may impact this provision.
w.	Choice of forum	§11	Any action you bring against us must be brought only within courts with jurisdiction over Houston County, Georgia. Any action we bring against you may be brought in jurisdiction where we maintain our principal place of business. Your state law may impact this provision.

ITEM 18

PUBLIC FIGURES

We do not currently use any public figures to promote Decadent A Coffee and Dessert Bar franchises, but we reserve the right to do so in the future.

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.

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: President, Decadent Development Group, LLC, 1012 GA Hwy 96, Suite 100, Warner Robins GA, 31088 (478) 235-4338, the Federal Trade Commission and the appropriate state regulatory agencies.

The following chart on the next page contains the January 1, 2025 to December 31, 2025 financial performance information for the Decadent Coffee and Dessert Bar corporate location. This location is in Warner Robins GA.

Decadent A Coffee and Dessert Bar

Profit & Loss Statement

January - December 2025

ORDINARY INCOME/EXPENSE	2025
Revenues	$1,145,540
Cost of Goods Sold	$393,554
GROSS PROFIT	**$751,986**

ADMINISTRATIVE EXPENSE	
Telephone & Internet	$3,948
Accounting	$3,000
Advertising	$12,000
POS Fees (Monthly and Credit Card Processing)	$36,309
Contract Labor	$595
Bank Service Charges	$1,144
General Insurance	$6,420
Supplies	$14,902
Smallwares	$874
TOTAL ADMINISTRATIVE EXPENSES	**$79,192**

EMPLOYEE EXPENSES	
Payroll Expenses	$275,535
Payroll Taxes	$34,657
Payroll Process Fees	$2,400
Uniforms	$1,276
TOTAL EMPLOYEE EXPENSES	**$313,868**

OCCUPANY EXPENSES	
Rent	$70,884
Utilities	$10,092
Security	$57
TOTAL OCCUPANCY EXPENSES	**$81,033**

TOTAL EXPENSES	
ADMINISTRATIVE EXPENSE	$79,192
EMPLOYEE EXPENSES	$313,868
OCCUPANY EXPENSES	$81,033
TOTAL EXPENSES	**$474,093**

NET INCOME	$277,893

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

The names, addresses, and telephone numbers of our franchisees as of our fiscal year ending December 31, 2025 are listed in Exhibit I. The name and last known home address and telephone number of every one of our franchisees who has had an agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under an agreement during the one-year period ending December 31, 2025, or who has not communicated with us within ten weeks of the date of this disclosure document, is also listed in Exhibit I.

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

We are not aware of any trademark-specific franchisee organizations associated with the Coffee And Dessert bar franchise system and no such organization has requested to be included.

No franchisees have signed a confidentiality clause in a Franchise Agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with our company.

ITEM 21

FINANCIAL STATEMENTS

We acquired the Decadent A Coffee and Dessert Bar brand on April 1, 2024. We have not been in business for three years or more as a corporately ran entity, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. We have included the performance of our now corporately owned location. Our fiscal year end is December 31. The other information is being complied and reviewed for audit.

ITEM 22

CONTRACTS

Exhibit A Franchise Agreement with Exhibits

A - Data Sheet

B - Guarantee, Indemnification, and Acknowledgement

C - List of Principals

D - ACH - Authorization Agreement of Direct Debit

E - ADA Certification

F - Sample Form of Non-Disclosure and Non-Competition

G - Site Selection Addendum

H - Lease Rider

I - Index to Defined Terms

Exhibit B	Development Agreement
Exhibit F	State Specific Addenda
Exhibit J	Form of General Release

<u>ITEM 23</u>

RECEIPTS

The last page of this Disclosure Document is a detachable document, in duplicate. Please detach, sign, date and return one (1) copy of the Receipt to us, acknowledging that you received this Disclosure Document. Please keep the second copy for your records.

Exhibit A - Franchise Agreement

Exhibit B - Development Agreement

Exhibit C - List of State Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677; (213) 576-7500	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-446	**RHODE ISLAND** Director of Department of Business Regulation Securities Div., Bldg. 69, 1st Floor John O. Pastore Center, 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

Exhibit D - List of Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677; (213) 576-7500	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-446	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Div., Bldg. 69, 1st Floor John O. Pastore Center, 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

Exhibit F - State Effective Dates

State Effective Dates

The following states 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.

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	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 F - State Specific Addenda

Addenda Pending Response(s) from Specific States

Exhibit G - Table of Contents to Operations Manual

Decadent A Coffee and Dessert Bar

Profit & Loss Statement

January - December 2025

ORDINARY INCOME/EXPENSE	2025
Revenues	$1,145,540
Cost of Goods Sold	$393,554
GROSS PROFIT	$751,986

ADMINISTRATIVE EXPENSE	
Telephone & Internet	$3,948
Accounting	$3,000
Advertising	$12,000
POS Fees (Monthly and Credit Card Processing)	$36,309
Contract Labor	$595
Bank Service Charges	$1,144
General Insurance	$6,420
Supplies	$14,902
Smallwares	$874
TOTAL ADMINISTRATIVE EXPENSES	$79,192

EMPLOYEE EXPENSES	
Payroll Expenses	$275,535
Payroll Taxes	$34,657
Payroll Process Fees	$2,400
Uniforms	$1,276
TOTAL EMPLOYEE EXPENSES	$313,868

OCCUPANY EXPENSES	
Rent	$70,884
Utilities	$10,092
Security	$57
TOTAL OCCUPANCY EXPENSES	$81,033

TOTAL EXPENSES	
ADMINISTRATIVE EXPENSE	$79,192
EMPLOYEE EXPENSES	$313,868
OCCUPANY EXPENSES	$81,033
TOTAL EXPENSES	$474,093

NET INCOME	$277,893

Exhibit I -List of Current and Former Licensees/Franchisees

Table 1
Systemwide Outlet Summary

Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of the Year	Net Change
Licensed	2023	7	4	-3
	2024	5	2	-3
	2025	2	1	-1
Franchised	2023	N/A	N/A	N/A
	2024	0	0	0
	2025	0	9	9
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	1	1
Total Outlets	2023	7	4	-3
	2024	5	2	-3
	2025	2	11	9

*Warner Robins GA Licensed Location became Company Owned in April 2025

Table 2
Projected Openings As Of Jan 1, 2026

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet Next Fiscal year	Projected New Company Owned Outlets in the Next Fiscal year
Alabama	1	2	0
Arizona	0	1	0
Georgia	3	5	0
North Carolina	1	1	0
Florida	3	6	1
Texas	1	2	0
Total	9	17	1

Table 3
Transfers of Outlets

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

Table 4
Status of Licensed and Franchised Outlets

	Year	Outlets at the Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations/ Other Reasons	Outlets at the End of Year
Licensed	2023	7	0	0	0	0	3	5
	2024	5	0	2	0	0	1	2
	2025	5	0	0	0	0	1*	2
Franchised	2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	7	0	0	0	0	3	4
	2024	5	0	2	0	0	1	2
	2025	1	0	0	0	0	1*	1

*Warner Robins GA Licensed Location became Company Owned in April 2025

Table 5
Status of Company Owned Outlets

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
Georgia	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

List of Current Operating Franchisees

The following is a list of the current franchisees operating in our system as of January 1, 2026:

None.

List of Current Signed Franchisees

The following is a list of the current franchisees in our system who have not opened as of January 1, 2026:

First Name	Last Name	City	State	Phone
Todd	Owen	Sanford	NC	706-888-1452
Todd	Owen	Oplekia	AL	706-888-1452
Todd	Owen	Columbus	GA	706-888-1452
Simmi	Patel	McDonough	GA	252-917-4121
Kiddean	Thompson	St Petersburg	FL	727-739-4209
Renita	Duncan	Orange Park	FL	424-382-2713
Renita	Duncan	Tallahassee	FL	424-382-2713
Renita	Duncan	San Antonio	TX	424-382-2713
Nick	Patel	Pooler	GA	478-352-9920

List of Terminated Franchisees

The following is a list of the franchisees who have had an unit terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with Franchisor within 10 weeks of the application date:

None.

List of Units for Sale

The following is a list of the franchised units now under Franchisor control that Franchisor is selling:

None.

Exhibit J - Forms of General Release

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We have the right to periodically modify the release.

Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "Franchisee Group"), hereby forever release and discharge, and forever hold harmless Decadent Development Group, LLC., its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "Franchisor Parties"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Parties, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Coffee and Dessert Bar.

Each party represents and warrants to the others, and agrees, that it may later learn of new or different facts, but that still, it is that party's intention to fully, finally, and forever release all of the Demands that are released above. This includes the parties' waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.") The Franchisee Group further indemnifies and holds the Franchisor Parties harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Parties may suffer with respect to any claims or *causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Coffee and Dessert Bar. The Franchisee Group and its owners represent and warrant that they have not asserted (nor made an assignment or any other transfer of any interest in) the claims, causes of action, suits, debts, agreements, or promises described above.*

Exhibit K - Franchise Compliance Certification

As you know, you and Decadent Development Group, LLC. (the "Franchisor" or "we" or "our" (as the case may be)) are preparing to enter into a Franchise Agreement and/or Development Agreement for the establishment and operation of a franchised "Decadent A Coffee and Dessert Bar" business. The purpose of this Confirmation is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a. The date of my first face to face meeting with any person to discuss the possible purchase of a Decadent A Coffee and Dessert Bar Franchise

Date: ________________,202__ Initials _________

b. The date on which I received the Franchisor's Franchise Disclosure Document (FDD)

Date: ________________,202__ Initials _________

c. The date on which I received a fully completed copy (other than signatures) of the Franchise Agreement, Development and Addenda (if any) and all other documents I later signed.

Date: ________________,202__ Initials _________

d. The date on which I signed the Franchise Agreement or Development Agreement.

Date: ________________,202__ Initials _________

2. Did you receive and personally review the Franchise Agreement, Development Agreement and each Addendum and related agreement attached to it?

Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement, Development Agreement and each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Development Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, as needed.)

____
____
____

4. Do you understand that the Franchise Agreement and Development Agreement contain a number of provisions that may affect your legal rights, including required mediation, designated locations or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

Yes _____ No _____

5. Did you receive and personally review the FDD that we gave to you?

Yes _____ No _____

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

____
____
____

8. Did you discuss the benefits and risks of establishing and operating a Decadent A Coffee and Dessert Bar with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so? Yes _____ No _____

9. Do you understand that the success or failure of your Decadent A Coffee and Dessert Bar will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

10. Did anyone speaking on our behalf make any statement or promise to you concerning the revenues, profits or operating costs of a Decadent A Coffee and Dessert Bar operated by us or by our franchisees that is different from the information contained in the FDD?

Yes _____ No _____

11. Did anyone speaking on our behalf make any statement or promise to you about how much amount of money you may earn in operating the Decadent A Coffee and Dessert Bar that is different from the information contained in the FDD?

Yes _____ No _____

12. Did anyone speaking on our behalf make any statement or promise concerning the total amount of revenue your Decadent A Coffee and Dessert Bar will generate that is different from the information contained in the FDD?

Yes _____ No _____

13. Did anyone speaking on our behalf make any statement or promise regarding the costs you may incur in operating your Decadent A Coffee and Dessert Bar that is different from the information contained in the FDD?

Yes _____ No _____

14. Did anyone speaking on our behalf make any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Decadent A Coffee and Dessert Bar?

Yes _____ No _____

15. Did anyone speaking on our behalf make any statement or promise, or reach an agreement with you, concerning how much service and assistance we will provide to you (for example, concerning advertising, marketing, training, and support) that is different from the information contained in the FDD?

Yes _____ No _____

16. Before today, did you enter into any binding agreement with us concerning the purchase of this franchise?

Yes _____ No _____

17. Before today, did you pay us any money concerning the purchase of this franchise?

Yes _____ No _____

18. If you answered "Yes" to any of questions 10-17, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "no" to each of questions 10-17, please leave the following lines blank.

____

____

19. Do you understand that all disputes and claims you may have against us under the Franchise Agreement or Development Agreement and the personal guarantee must be heard in courts with jurisdiction in Houston County, Georgia. (if the parties cannot resolve the matter informally or by mediation)?

Yes _____ No _____

20. Do you understand that the Franchise Agreement and Development Agreement and the personal guarantee provides that you can collect only compensatory damages on any claim under or related to the Franchise Agreement or Development Agreement, and not any consequential (or punitive) damages?

Yes _____ No _____

21. Do you understand that the Franchise Agreement, Development Agreement and the personal guarantee each include a waiver of jury trials?

Yes _____ No _____

22. Do you understand that the Franchise Agreement, Development Agreement and the personal guarantee includes a statement that claims need to be brought within one year after they arise or they may no longer be brought after that time?

Yes _____ No _____

23. I spoke with the following persons from the Franchisor, its affiliates, and independent brokers about buying a Decadent A Coffee and Dessert Bar: ____

24. I signed the Franchise Agreement and/or Development Agreement and Addenda (if any) on _________________, 202___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

This Certification is only meant to confirm whether certain facts are true. Nothing in this Certification is meant to be a waiver on your part of any right that you have under any law, nor are our questions and your answers a disclaimer by us of any information that we have provided in our disclosure document.
I answered all of the above questions truthfully, completely, and with the understanding that you will rely on the answers that I provided.

Franchise Applicant

Signed: ____________________________________ Date ___________________, 202__

Printed Name: ______________________________

Exhibit L - Item 23 Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Decadent Development Group, LLC., offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate (if any) in connection with the proposed franchise sale, or (b) in New York, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in Iowa, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in Michigan, at least 10 business days before you sign any binding agreement or pay us or any affiliate any consideration (whichever happens first).

If Decadent Development Group, LLC., does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to your state authority listed on Exhibit C.

The franchise seller is Patrick Polowichak at Decadent Development Group, LLC., 1012 GA Highway 96, Suite 100, Warner Robins, GA 31088 (tel (478) 236-4338). Any additional individual franchise sellers involved in offering the franchise are: ____.

The issuance date of this Franchise Disclosure Document is August 30, 2025.

Decadent Development Group, LLC., authorizes the agents listed in Exhibit D to receive service of process for us.

I received a disclosure document dated August 30, 2025, that included the following exhibits:

A.	Franchise Agreement with Exhibits.	G.	Table of Contents to Operations Manual
B.	Development Agreement	H.	Financial Statements

C.	List of State Administrators	I.	List of Current and Former Licensees
D.	List of Agents for Service of Process	J.	Forms of General Release
E.	State Specific Addenda	K.	Compliance Certification
F.	State Effective Dates	L.	Receipts

_______________________________ Date Received

_______________________________ Prospective Franchisee

_______________________________ Name (Please Print)

____

_______________________________ Address

Please keep this copy of the receipt with your FDD

Exhibit L - Item 23 Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Decadent Development Group, LLC., offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate (if any) in connection with the proposed franchise sale, or (b) in New York, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in Iowa, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in Michigan, at least 10 business days before you sign any binding agreement or pay us or any affiliate any consideration (whichever happens first).

If Decadent Development Group, LLC., does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to your state authority listed on Exhibit C.

The franchise seller is Patrick Polowichak at Decadent Development Group, LLC., 1012 GA Highway 96, Suite 100, Warner Robins, GA 31088 (tel (478) 236-4338). Any additional individual franchise sellers involved in offering the franchise are: ____.

The issuance date of this Franchise Disclosure Document is August 30, 2025.

Decadent Development Group, LLC., authorizes the agents listed in Exhibit D to receive service of process for us.

I received a disclosure document dated August 30, 2025, that included the following exhibits:

A.	Franchise Agreement with Exhibits	G.	Table of Contents to Operations Manual
B.	Development Agreement	H.	Financial Statements

C. List of State Administrators
D. List of Agents for Service of Process
E. State Specific Addenda
F. State Effective Dates

I. List of Current and Former Licensees
J. Forms of General Release
K. Compliance Certification
L. Receipts

____
Date Received

____
Prospective Franchisee

____
Name (Please Print)

____

____
Address

Please sign, date, and return this copy of the receipt to Decadent Development Group, LLC