

FRANCHISE DISCLOSURE DOCUMENT

	I AM THE SWEET SPOT FRANCHISING LLC d/b/a I AM THE SWEET SPOT A Virginia Limited Liability Company 5216 Providence Road Virginia Beach, VA 23464 franchising@iamthesweetspot.com https://iamthesweetspot.com/ 757-754-6168
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We offer a franchise opportunity to establish and operate a specialty ice cream and dessert shop offering ice cream, milkshakes, churros, funnel cakes, waffles, smoothies, coffee and more.

The total investment necessary to begin operation of an I Am the Sweet Spot Unit franchise is \$348,000-\$1,132,000. This includes \$118,000 - \$155,000 that must be paid to the franchisor or affiliate.

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 Mery Ghattas at 5216 Providence Road, Virginia Beach, VA 23464; 757-754-6168; franchising@iamthesweetspot.com.

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 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.

Issuance date: April 2, 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 Exhibits E and F.
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 I Am the Sweet Spot 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 an I Am the Sweet Spot franchisee?	Item 20 or Exhibits E and F 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 B.

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own state.
2. **Limited Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.

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

**MICHIGAN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchise's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor;
 - (iii) The unwillingness of the proposed transferee to agree in writing

to comply with all lawful obligations; (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

To simplify the language in this disclosure document, the terms “we,” “us,” “our,” and “I Am the Sweet Spot” refer to I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot, the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor

We are a Virginia Limited Liability Company formed on December 18, 2025. Our principal business address is 5216 Providence Road, Virginia Beach, VA 23464. We do business under our corporate name and the name “I Am the Sweet Spot.”

We have offered franchises of the type offered here since 2026.

We do not operate a business of the type being franchised or offer franchises in other lines of business. At times, we may acquire and operate a franchised outlet and run it as a company store.

Exhibit B contains our agents for service of process.

Parents and Predecessors

We do not have a parent or predecessor.

Affiliates

We have an affiliate, TSS Imports LLC d/b/a The Sweet Spot (“TSS Imports”), formed December 26, 2023, with a principal business address of 241 Southgate Ave., Virginia Beach, VA 23462. TSS Imports does not operate a business of the type being franchised here and does not offer franchises in any line of business. TSS Imports provides packaging and paper goods to franchisees.

We have an affiliate, Beach Convenience LLC (“Beach Convenience”), formed February 13, 2017, with a principal business address of 1718 Atlantic Ave, Suite 102, Virginia Beach, VA 23467. Beach Convenience has operated a business of the type being franchised since 2016. Beach Convenience does not offer franchises in any line of business and does not offer products or services to franchisees.

We have an affiliate, The Sweet Spot VB LLC d/b/a The Sweet Spot (“TSS VB”), formed December 1, 2020, with a principal business address of 5216 Old Providence Road, Virginia Beach, VA 23464. TSS VB has operated a business of the type being franchised since 2021. TSS VB does not offer franchises in any line of business.

We have an affiliate, The Sweet Spot Chesapeake LLC (“TSS Chesapeake”), formed May 19, 2024, with a principal business address of 660 Belaire Ave., Chesapeake, VA 23320. TSS Chesapeake has operated a business of the type being franchised since 2024. TSS Chesapeake

does not offer franchises in any line of business and does not offer products or services to franchisees.

We have an affiliate, The Sweet Spot Atlantic Park LLC (“TSS Atlantic Park”), formed October 23, 2024, with a principal business address of 324 20th Street, Virginia Beach, VA 23451. TSS Atlantic Park will operate a business of the type being franchised in 2026. TSS Atlantic Park does not offer franchises in any line of business and does not offer products or services to franchisees.

We have a prior affiliate, The Sweet Spot Franchise, LLC, a Virginia Limited Liability Company formed March 24, 2022 with a principal business address of 5216 Providence Road., Virginia Beach, VA 23464. The Sweet Spot Franchise, LLC offered franchises in 2024 but did not sell any franchises during that time. The Sweet Spot Franchise, LLC does not conduct a type of business being franchised nor does it offer franchises in any other line of business.

The Franchise Offered

The franchise offered is to establish and operate a specialty ice cream and dessert shop offering ice cream, milkshakes, churros, funnel cakes, waffles, smoothies, coffee and more. (“Franchised Business”).

The Franchised Business does business under the trade name I Am the Sweet Spot and other related service marks, trademarks, or logos (our “Marks”). The franchise will be operated from a retail location. The franchise operates using our standards, methods, procedures, and specifications, called our “System.”

Market and Competition

The market for your services and products is the general public. In most areas, the market is developed. Sales are generally year-round but may be seasonal.

Your Franchised Business may have to compete with other businesses offering services and products similar to those that you will offer, including franchised operations, national chains, and other independently owned companies.

Industry Specific Regulations

Your business may be subject to various federal, state, and local laws and regulations, including those that (i) establish general standards, specifications, and requirements for the construction, design, and maintenance of restaurant premises, (ii) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements for restaurants, employee practices concerning the storage, handling, cooking, and preparation of food and beverages, restrictions on smoking, availability of and requirements for public accommodations, including restrooms, (iii) establish menu disclosure standards, and (iv) regulate the proper use, storage, and disposal of waste materials. You should investigate the application of these laws further.

ITEM 2. BUSINESS EXPERIENCE

Mery Ghattas, CEO. Mery Ghattas has served as our CEO since our inception. Mery Ghattas has also served as CEO of our affiliate, Beach Convenience LLC in Virginia Beach, VA from January 2016 to the present. Mery Ghattas has also served as CEO of our affiliate, The Sweet Spot VB LLC in Virginia Beach, VA from January 2021 to the present. Mery Ghattas has also served as CEO of our affiliate, The Sweet Spot Chesapeake LLC in Chesapeake, VA from July 2024 to the present. Mery Ghattas has also served as CEO of our affiliate, The Sweet Spot Atlantic Park LLC in Virginia Beach, VA from July 2025 to the present.

Jean Al Khoury, COO. Jean Al Khoury has served as our COO since our inception. Jean Al Khoury has also served as COO of our affiliate, Beach Convenience LLC in Virginia Beach, VA from January 2016 to the present. Jean Al Khoury has also served as COO of our affiliate, The Sweet Spot VB LLC in Virginia Beach, VA from January 2021 to the present. Jean Al Khoury has also served as COO of our affiliate, The Sweet Spot Chesapeake LLC in Chesapeake, VA from July 2024 to the present. Jean Al Khoury has also served as COO of our affiliate, The Sweet Spot Atlantic Park LLC in Virginia Beach, VA from July 2025 to the present.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee is \$40,000. The Initial Franchise Fee is fully earned and nonrefundable upon signing the franchise agreement and receipt of the funds by us.

Initial Training Fee

You must pay us an Initial Training Fee of \$5,000.

Store Decorations & Décor

You must purchase from our affiliate, TSS Imports LLC, approximately \$70,000 to \$100,000 of store decorations and décor.

Paper Goods & Packaging

You must purchase from our affiliate, TSS Imports LLC, approximately \$3,000 to \$10,000 of paper goods and packaging.

The Initial Fees are uniformly imposed and nonrefundable once paid.

ITEM 6. OTHER FEES

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Royalty Fee	6% of Gross Revenues	Payable weekly on each Tuesday as to the prior week's Gross Revenues	See Note 3 for a definition of Gross Revenues.
Grand Opening Advertising	\$10,000 - \$25,000	Around the time of opening	You agree to spend these sums to promote the opening of the Franchised Business pursuant to our guidelines.
Marketing Fund Fee	2% of Gross Revenues	Payable together with the Royalty Fee	You will pay us this fee to support our advertising program.
Local Advertising	1% of Gross Revenues	Weekly	You will spend these sums on local advertising, including online and social media advertising, pursuant to our guidelines. There may be times when we handle or coordinate local advertising programs. You will provide proof of your expenditures to us if we so request.
Website Maintenance Fee	\$200	Monthly	This fee covers maintenance of the web page we will create for you on our website.
Third party software fees	Approximately \$1,000 - \$1,500 per month plus transaction costs	Monthly	You agree to pay fees to third party software providers per our specifications for use of POS and other software systems.
Update or Additional Training Fee	\$500 per day	At time of training	We reserve the right to charge up to \$500 per day to provide Update or Additional Training.
Audit Fee	Our actual expenses incurred to perform Audit plus interest on any late payment	Immediately upon conclusion of audit	Payable if an audit discloses an underreporting of Gross Revenues or underpayment to us by 2% or more.
Annual Convention Fee	Up to \$350 per attendee	Before attending the Annual Convention	We reserve the right to impose this fee to attend our annual convention.

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Testing/ Inspection Fees to Approve a Supplier	\$100/hour plus any costs incurred	When incurred	You must pay this fee to us if you request us to test and inspect a new supplier.
Transfer Fee	\$10,000 for a transfer of the franchise or a majority interest in it. \$5,000 upon transfer of minority interest.	Due before transfer.	We must approve the transfer. In addition, prior to transfer, all outstanding amounts due to us must be paid.
Renewal Fee	\$2,500	Upon Renewal	You must pay us a renewal fee to enter a new current franchise agreement at the expiration of the term of this franchise agreement.
Interest	10%	As invoiced	Owed on past due amounts.
Late fee	\$50	10 days after billing	You must pay a late fee for each past due payment plus Interest
Insufficient Funds Fee	\$50 per transaction	As incurred	You will pay this fee to us if an electronic transfer or other payment from you to us is declined.
Customer Refunds	The amount of any fee we refund to a customer	As invoiced	If you do not resolve a customer service complaint and we believe a reasonable basis exists for a refund to the customer of all or a portion of the customer fees, we will make the refund and bill you. You will pay the charges.
Maintenance and Refurbishing of Business	You must reimburse our expenses	As incurred	If, after we notify you, you do not undertake efforts to correct deficiencies in outlet appearance, then we can undertake the repairs and you must reimburse us.
Management Fee	Our expenses plus 10% of Gross Revenues for the period in which we	At time of expense	We are entitled to this fee if we must operate your franchise due to your death or incapacity.

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
	operate or assist in the operation of the Franchised Business.		
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us, which are subject to any tax	You must reimburse us for any tax we pay on any fee imposed on you.
Third-party charges we incur on your behalf	Actual amount of charge	At time of expense	If we incur third-party charges on your behalf because you failed to pay a required obligation, you must reimburse us for any such charges.
Indemnity	Actual loss sustained	At time of loss	You must indemnify us from any loss caused by your operation of the Franchised Business, including Attorney Fees.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing as to any Claims you will pay our costs and attorney fees.
Insurance	All premiums, costs, and expenses we incur, plus a fee for our time, not to exceed \$1,000	As incurred	If you fail or refuse to obtain and maintain the insurance we require, we will obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

Note 1: Except where otherwise specified, we uniformly impose and collect all the fees in this table, you pay them to us, and we do not refund them.

Note 2: Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to the Franchise Agreement.

Note 3: “Gross Revenues” is defined as all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes and tips paid to employees by customers and reduced by any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

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ITEM 7. ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$40,000	\$40,000	As arranged	Upon entering into franchise agreement	Us
Initial Training Fee (Note 2)	\$5,000	\$5,000	As arranged	Once training is scheduled	Us
Travel and Living Expenses to Attend Initial Training (Note 3)	\$1,500	\$5,000	As arranged	As incurred	Third parties
Leasehold Improvements (Note 4)	\$100,000	\$300,000	As arranged	As incurred	Third Parties
Rent and Security Deposit (3 mos.) (Note 5)	\$15,500	\$80,000	As arranged	As incurred	Landlord
Signage (Note 6)	\$5,000	\$20,000	As arranged	As incurred	Third Parties
Furniture, Fixtures, and Equipment (Note 7)	\$100,000	\$400,000	As arranged	As incurred	Third Parties and Affiliate
Computer Hardware and Software (Note 8)	\$5,000	\$8,000	As arranged	As incurred	Third Parties
Supplies/Inventory (Note 9)	\$10,000	\$25,000	As arranged	As incurred	Third Parties and Affiliate
Grand Opening Advertising (Note 10)	\$10,000	\$25,000	As arranged	As incurred	Third Parties
Insurance (3 mos.) (Note 11)	\$1,000	\$5,000	As arranged	As incurred	Third Parties
Licenses, Permits, and Certifications (Note 12)	\$2,000	\$10,000	As arranged	As incurred	Third Parties
Professional Fees (Note 13)	\$2,000	\$5,000	As arranged	As incurred	Accountants, Attorneys, etc.
Utilities (Note 14)	\$1,000	\$4,000	As arranged	As incurred	Third Parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Additional Funds- 90 days (Note 15)	\$50,000	\$200,000	As arranged	As incurred	Third Parties
TOTAL (Note 16)	\$348,000	\$1,132,000			

*The initial fees listed above that are paid to us are nonrefundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1 – Initial Franchise Fee. We base the table above on the purchase of a single franchise.

Note 2- Initial Training Fee. You must pay us this fee to attend our Initial Training program.

Note 3 – Travel and Living Expenses to Attend Initial Training. These are the estimated expenses to attend initial training.

Note 4 – Leasehold Improvements. The cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work, and the location of the Franchise. This amount will vary based on the existing leasehold's condition and the additional work needed.

Note 5 – Rent and Security Deposit (3 mos.). The amount of rent that you will incur will vary in the different market areas. We estimate rent for the first three months plus a security deposit for one month's rent.

Note 6 – Signage. We provide estimates for exterior signage. The type of signage allowed varies depending on city ordinances and landlord preferences. Your signage needs and costs will vary.

Note 7 – Furniture, Fixtures, and Equipment. These amounts are for the furniture, fixtures, and equipment to complete the buildout of your premises.

Store Decorations & Décor- Before opening, you must purchase from our affiliate, TSS Imports LLC, approximately \$70,000 to \$100,000 of store decorations and décor.

Note 8 – Computer Hardware and Software. You must comply with our computer hardware, software, and POS specifications, which we set forth in Item 11.

Note 9 – Supplies/Inventory. These are the amounts needed for supplies and inventory to begin operations.

Paper Goods & Packaging- Before opening, you must purchase from our affiliate, TSS Imports LLC, approximately \$3,000 to \$10,000 of paper goods and packaging.

Note 10 – Grand Opening Advertising. We require you to engage in a Grand Opening Advertising campaign pursuant to our guidelines to draw attention to the opening of your business.

Note 11 – Insurance (3 mos.). You will need insurance, as we describe in detail in Item 8.

Note 12 – Licenses, Permits, and Certifications. These are the estimated costs of obtaining required licenses and permits to operate your business. Some costs may vary depending on the location of the Franchised Business.

Note 13 – Professional Expenses. You will incur professional legal and accounting fees to assist with your entity setup, licensing, and other legal and accounting issues.

Note 14 – Utilities. Utility rates vary by market area.

Note 15 – Additional Funds-90 Days. Additional funds are to cover daily operational expenses for the first three months of operations, including wages for employees. The estimate of additional funds does not include owner's salary or draw. We base this estimate on the years of industry experience our management team has.

Note 16 – Total. Does not include recurring fees, interest expenses, or taxes. We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing Materials. You must use advertising materials from us or from a vendor we designate and that comply with our specifications. Any advertising you create independently must be submitted to us for written approval before use.

Computer Hardware, Software, and Subscriptions. You must purchase the point-of-sale equipment, credit card service, computer hardware, software, and subscriptions we specify, which may include a vendor designation. We require you to use the point-of-sale equipment and credit card processing services that we specify, which may include vendor designations.

Furniture, Fixtures, and Equipment. You must purchase furniture, fixtures, and equipment pursuant to our specifications, which may include a supplier designation.

Store Decorations & Décor- You must purchase store decorations and décor from our affiliate, TSS Imports LLC.

Insurance. You must purchase and maintain the insurance that we specify or as required by state law. All policies must name us and our designated affiliates as additional insured, and you must furnish us with proof of coverage. Certificates of insurance must be sent to us annually. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier rated A- or better, subject to our approval, not to be unreasonably withheld. Here are our present insurance specifications:

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Business Property Insurance	\$50,000 (or more depending on the value of your business property)	Per Occurrence
Worker's Compensation	As required by law	Per Employee

You may elect to have reasonable deductibles for the coverages described above. We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual or otherwise in writing.

Inventory, Supplies, and Uniforms. You must purchase inventory and supplies, including, but not limited to, signs, decorations, paper goods (including menus and all forms and stationery, cups, bags, uniforms pursuant to our specifications, which may include a vendor designation.

Paper Goods & Packaging- You must purchase paper goods and packaging from our affiliate, TSS Imports LLC.

Leased Location. You will need a site in which to operate the Franchised Business. We furnish site selection guidelines. We require you to send to us any proposed lease and information as required by us to evaluate the site for our approval before you sign the lease. You may lease from any landlord. We may request that you and your landlord sign the Lease Addendum attached as Schedule 4 to Exhibit C to the Franchise Agreement.

Leasehold Improvements. You may purchase leasehold improvements from any Contractor or other supplier that we designate, and you must build out your location pursuant to our specifications.

Signs. You must purchase signage pursuant to our specifications, which may include a vendor designation.

Whether We or Our Affiliates are Approved Suppliers

We are an approved supplier of advertising material, but we may not be the only approved supplier of such items.

Our affiliate, TSS Imports LLC, is an approved supplier, and the only approved supplier, of store decorations, décor, paper goods, and packaging for franchisees.

Officer Interest in Suppliers

Our officers, Mery Ghattas and Jean Al Khoury, own an interest in us and in our affiliate, TSS Imports LLC.

Alternative Suppliers

We do not maintain written criteria for approving suppliers and thus, these criteria are unavailable to you or your proposed supplier. We permit you to contract with alternative suppliers if we approve them and they meet our criteria. We charge \$100 an hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. If we have not responded to a written request for approval of an alternate supplier within 30 days, then the request is disapproved. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or informational bulletins.

Revenue from Required Purchases or Leases

We may derive revenue or other material consideration from required purchases or leases by you.

Our affiliate, TSS Imports LLC, earns revenue or other material consideration from required franchisee purchases or leases.

For the fiscal year ending December 31, 2025, neither we nor an affiliate earned revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases as a Proportion of Costs

We estimate that required purchases described above will be approximately 70% of all purchases and leases by you of goods and services to establish a franchise and approximately 30% of your operating costs.

Supplier Payments to Us

We currently do not receive rebates, payments or other material benefits from suppliers as a result of purchases or leases by Franchisees, but we may in the future.

We did not receive any supplier rebates for the fiscal year ending December 31, 2025.

Purchasing or Distribution Cooperatives

Currently, we do not have any purchasing or distribution cooperatives.

Purchase Arrangements

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

Material Benefits

We do not provide material benefits to you based on your purchase of products or services or use of suppliers. However, we can terminate your Franchise Agreement if you do not comply with our supplier standards, if any, as defined in the Manual. In addition, you must be in compliance with your Franchise Agreement to be eligible to renew it.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	3, 6.2	11, 12
b. Pre-opening purchases/leases	6.9, 6.10, 6.11, 6.12, 6.13	7, 8
c. Site development and other pre-opening requirements	6.2, 7	7, 8, 11
d. Initial and ongoing training	6.1, 6.8	11
e. Opening	6.3	11
f. Fees	4, 6, 7, 14, 15, 19.11	5, 6, 7, 8, 11
g. Compliance with standards and policies/operating manual	6.4, 7, 8, 9, 10	8, 11, 15, 16
h. Trademarks and proprietary information	7, 8, 9,	13, 14
i. Restrictions on products/services offered	6.6	8, 11, 16
j. Warranty and customer service requirements	6.7	6, 15

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure Document
k. Territorial development and sales quotas	3	12
l. Ongoing product/service purchases	4, 6.10, 6.11, 6.12	8, 11
m. Maintenance, appearance, and remodeling requirements	6.14	Not Applicable
n. Insurance	6.9	6, 7, 8
o. Advertising	7	6, 7, 11
p. Indemnification	13.3	6
q. Owner's participation/management/staffing	6.5	15
r. Records and reports	9	11
s. Inspections and Audits	9	6, 11
t. Transfer	14	6, 17
u. Renewal	2.2	17
v. Post-termination obligations	11, 12, 13	15, 16, 17
w. Non-competition covenants	12	15, 16, 17
x. Dispute resolution	19	17

ITEM 10. FINANCING

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

[remainder of page left intentionally blank]

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations:

Initial Training. We provide an initial training program ("Initial Training"). The topics covered in Initial Training are described in the chart below in this Item 11. (Franchise Agreement, Section 5.1).

Site Selection. We do not generally own the premises and lease it to you. We provide criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove of a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

We consider the following factors when reviewing a proposed site: (i) residential and office building population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to other of our locations, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage.

If you do not locate a site of which we approve within 120 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time. (Franchise Agreement, Section 5.2(a)).

Plans and Layout. We will furnish a sample site layout plan. (Franchise Agreement, Section 5.2(b)).

Build out. It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits. (Franchise Agreement, Section 6.2(b)).

Lease. Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing, your proposed lease or purchase agreement. (Franchise Agreement, Sections 5.2(c) and 6.2(d)).

Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees. (Franchise Agreement, Section 5.3).

Assistance to obtain equipment, signs, fixtures, opening inventory, and supplies. We provide guidance to obtain equipment, signs, fixtures, opening inventory, and supplies.

We provide the names of approved vendors or specifications for these items. We do not deliver or install these items. (Franchise Agreement, Section 5.4).

Operations Manual. We provide access to our Operations Manual ("Manual") to offer guidance in operating your Franchised Business. (Franchise Agreement, Section 5.5).

Length of Time Before Opening. The typical length of time between the signing of the Franchise Agreement and the opening of your outlet is six (6) to twelve (12) months. You must begin operations and be open for business no later than twelve (12) months from the time both parties execute the franchise agreement. If you and we cannot agree on a site, we can allow you more time to search for a site or terminate the franchise agreement. (Franchise Agreement, Section 6.3).

Factors that can affect the time length in which to be open for business include: the time needed to (1) obtain financing; (2) enter into a lease; (3) comply with zoning; (4) obtain licenses and permits; (5) perform construction; (6) weather conditions; (7) acquire and install furniture, fixtures, equipment, and signage; and (8) hire and train staff.

During the Operation of the Franchise:

Operational Support. We offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Sections 5.5, 5.6, and 9.3).

Establishing Prices. We may make pricing recommendations based on industry-wide standards and the rates in the particular market as part of the initial and ongoing training. We may also include such pricing recommendations in the Manual. (Franchise Agreement, 5.5)

Computer Hardware and Software. We specify computer hardware and software to assist in operating your Franchised Business. (Franchise Agreement, Section 5.7).

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, Sections 4.2 and 5.8).

Marketing Support. We approve advertising you provide to us and offer marketing assistance and support. (Franchise Agreement, Section 7).

Advertising Program and Fund:

Grand Opening Advertising. You must spend \$10,000 - \$25,000 pursuant to our guidelines on Grand Opening Advertising. (Franchise Agreement, Section 7.2).

Local Advertising. You must spend a minimum of 1% of weekly Gross Revenues on local advertising and promotion on digital marketing, directory listing, or other marketing to solicit clients in your Territory. (Franchise Agreement, Section 7.2).

Marketing Fund. You must contribute 2% of your Gross Revenues to our Marketing Fund. Franchisor or affiliate-owned outlets may not be required to contribute to the Fund. We administer the Fund. The Fund is not audited. Unaudited financial statements will be made available to you upon written request. (Franchise Agreement, Section 7.4).

If not all Fund fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

In our last fiscal year ending December 31, 2025, we did not raise or spend any Marketing Fund fees.

We will not use Fund fees to solicit new franchise sales.

Our Obligation to Conduct Advertising. We use the Marketing Fund to advise you on the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may conduct local, regional, or national advertising. We may produce advertising material in-house or through outside national or regional agencies. We are not required to spend any amount on advertising in your area or Territory. (Franchise Agreement, Section 7.5).

Corporate Website. We will develop and maintain a website that contains your Franchised Business's contact information. (Franchise Agreement, Section 7.6).

Digital Marketing. We may create, operate, and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads), or other means of digital marketing to promote the brand, Franchised Business, marks, and franchise opportunities. We have the sole right to control all aspects of any digital marketing, including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 7.7).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.8).

Use of Your Own Advertising Material. You may use your own advertising materials provided that you submit them to us, and we approve them in writing, and they adhere to federal, state, and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request. You must participate in all promotional programs that we create, offer or advertise. (Franchise Agreement, Section 7.9).

Private Websites & Email. You are not allowed to have an independent website, social media accounts, or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. You are also not allowed to utilize any other email other than the email provided by us to deliver services by your Franchised Business. (Franchise Agreement, Section 7.10).

Advertising Council. We do not have an advertising council.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative. (Franchise Agreement, Section 7.18).

Computer and POS System:

You must comply with our computer hardware, software, and POS specifications as provided in our Manual. (Franchise Agreement, Section 6.10). At present, we require you to have the following hardware and software:

Hardware.

Hardware	Approximate Cost
1 desktop or laptop computer with internet access 1 printer/copier Toast POS System Jolt JPS 1000 single printer label printer with Jolt Protect Jolt LoRa WAN temperature and humidity sensors	\$5,000 - \$8,000

Software.

You will also need to subscribe to such monthly or yearly software subscriptions as we may require in the manual. Presently the following software is specified or recommended:

Software Name	Nature	Approximate Cost Per Month
QuickBooks Online	Bookkeeping & Accounting	\$1,000 - \$1,500
Toast POS & Credit Card processing system	Point of Sale	
Toast Payroll	Payroll	
Jolt labeling subscription	Operations	
Jolt temperature sensor subscription	Operations	
Ovation Up subscription	Guest feedback	
Webstaurant Plus membership	Supplies & Equipment	

Neither we nor our affiliates nor any third party have any obligation to provide ongoing maintenance, repairs, upgrades, or updates. You must maintain your computer systems in good working order and must replace, update, or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts for your computer systems is approximately \$500 - \$1,000.

Independent Access to Information. We have, and you are required to provide independent access to, the information that will be generated or stored in your computer systems. You will store customer, financial, transaction, and operational information in your computer systems. You must at all times give us unrestricted and independent electronic access to your computer systems and information, as well as your security camera systems. There are no contractual limitations on our right to access information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us the records at your expense within five business days of receiving our request. (Franchise Agreement, Sections 9.3 & 9.5).

Operations Manual:

Exhibit H contains the Table of Contents to the Franchise Startup and Store Launch Manual and Brand Standards and Operations Manual (collectively referred to as the “Operations Manual”). The total page count of the Operations Manual is 99 pages.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Entrepreneurial Skills	2	3	Note 1
People Skills and Customer Service	1	5	
Maintaining Brand Consistency	2	5	
Management Skills	2	5	
Product Development	2	5	
Store Operation	2	5	
Total	11	28	

Note 1 – We hold Initial Training quarterly as needed at one of our affiliate stores in Virginia Beach, VA or another training center that we designate.

Initial Training is subject to change due to updates in materials, methods, manuals, and personnel. The subjects and time periods allocated to the subjects taught to a specific franchisee and its personnel may vary based on the individual needs or experience of those people being trained.

Mery Ghattas, our CEO, and Jean Al Khoury, our COO, will supervise the training program and also serve as instructors. Item 2 contains the nature of their experience.

We set forth the length of the Instructors' experience in the industry and with the franchisor below:

<u>Instructor</u>	<u>Years of Experience in the Field</u>	<u>Years of Experience with the Franchisor*</u>
Mery Ghattas	10	10
Jean Al Khoury	10	10

*Includes years of experience with any of our affiliates.

All instructors will have at least one year of experience in the field.

We use the Operations Manual to conduct initial training.

You must pay us an Initial Training Fee of \$5,000 to attend initial training, and you are responsible for travel, lodging, transportation, meal costs, and your employees' wages to attend initial training.

We require that you or, in the case of an entity, your principals attend initial training and complete the program to our satisfaction. The Initial Training must be completed before opening but no later than three (3) months after executing the Franchise Agreement.

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to attend additional training, you must pay us \$500 per day and pay for all related expenses to attend. (Franchise Agreement, Sections 4.5, 5.8).

ITEM 12. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Franchise Agreement ("Territory").

A territory will generally have a radius of 3 miles around your outlet.

We may approve relocation of the franchised business if we feel that conditions have changed such that a relocation represents a sound business decision.

We would not normally grant to you approval to open an additional outlet within your territory, but may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate another territory.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept sales within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit (but may accept) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory. We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

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ITEM 13. TRADEMARKS

The Franchise Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered or applied for with the U.S. Patent and Trademark Office (“USPTO”):

Mark	Principal or Supplemental Register of the USPTO	Serial/Registration Number	Registration Date
I AM THE SWEET SPOT	Principal	98466289	Pending; Not Registered; Applied for March 25, 2024

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have filed all required affidavits and renewals for registered Marks.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If, in our sole discretion, we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not currently hold any patents or have any pending patent applications that are material to this franchise. We claim copyrights to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow you to use the copyrighted materials.

We do not have an obligation in the Franchise Agreement to protect our copyrights. We will remain in control of any such litigation. We are not required to participate in the defense of or indemnify you for expenses or damages in a proceeding involving a copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Franchise Agreement. We consider all of these items confidential and proprietary.

You will not directly or indirectly disclose, publish, disseminate, or use our “Confidential Information” except as authorized in the Franchise Agreement.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

“Customer Data” is considered Confidential Information and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address, and email address.

You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You will keep such performance data confidential.

Upon termination of your Franchise Agreement, you must return to us our Manuals and any Confidential Information, including Customer Data. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are required to participate personally in the direct operation of the Franchised Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Any General Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee's business.

All owners of this franchise must guarantee the obligations under the Franchise Agreement and are subject to a covenant not to compete along with confidentiality requirements. Spouses are not required to sign a personal guaranty unless they are owners of the Franchised Business.

You will accurately and completely furnish us the names, contact information, and ownership percentage of anyone who owns an interest in the Franchised Business. No change to the owners or ownership percentages is permitted without our prior written consent.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale through your Franchised Business only the services and products as specified and approved by us in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

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ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for successive terms if you are in compliance with your Franchise Agreement (“Agreement”).
c. Requirement for franchisee to renew or extend	2.2	Renewing your Franchise Agreement means you can continue your operations as a franchisee for an additional term. You must sign a general release of claims, notify us in writing at least nine months before the expiration of the Agreement, and sign our then current Agreement, which may contain materially different terms and conditions than your original contract.
d. Termination by franchisee	10.1	You may terminate the Agreement if you do not renew or if you sell the franchise in accordance with the terms of the Agreement. You may terminate the Franchise Agreement under any grounds permitted by state law.
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	10.2, 10.3	We can terminate only if you default.
g. “Cause” defined—curable defaults	10.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. “Cause” defined—non-curable defaults	10.2	Do not pass initial training, fail to obtain our approval of a site or open on time; relocate without approval, become insolvent, commit a material violation of law, abandon the Franchised Business, submit a materially false Franchise Application, fraud, uncured default of other agreement, fail to pay suppliers an amount exceeding \$3,000 for more than 60 days; fail to permit us to inspect or audit your franchise; or commit three or more breaches within 12 months.

Provision	Section In Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	11, 12, 13	Cease operations and stop using our marks; pay debts due to us; cancel or assign telephone and advertising listings to us; assist in lease transfer and our purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to the post-term covenants not to compete or solicit; adhere to other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	14.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee-defined	14.2	Includes transfer of Franchise Agreement, any interest in the Franchise Agreement, or substantially all assets of the Franchised Business.
l. Franchisor approval of transfer by franchisee	14.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	14.5	You must be: current in monetary obligations; in compliance with the Franchise Agreement; execute any transfer, amendment, or release forms we require; provide to us a copy of the proposed transfer documents; transferee must meet our criteria; transferee must execute our then-current Franchise Agreement; pay to us the Transfer Fee; transferee must satisfactorily complete our initial training program; comply with the post-termination provisions; transferee must obtain necessary licenses and permits; obtain any lessor approval for transfer; the transfer must be made in compliance with any laws that apply to the transfer; the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; you must request that we provide the prospective transferee with our current franchise disclosure document.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.

Provision	Section In Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	14.6	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability of franchisee	15	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	12.1,	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	12.2-12.4, 13	You may not compete or solicit customers in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years.
s. Modification of the agreement	5, 16	No modifications except to Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the franchise agreement are binding (subject to federal or state law). Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	19.9	You must first attempt to resolve Claims against us through mediation. You must arbitrate claims against us.
v. Choice of forum	19.2	Where our corporate headquarters are located, presently Virginia Beach, Virginia (subject to applicable state law).
w. Choice of Law	19.1	Virginia law governs (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

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

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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.

FPR #1 – 2025 Historic Affiliate Company Store FPR

As of December 31, 2025, we had 3 affiliate company store outlets. 1 outlet operated for the entire 2025 calendar year, January 1, 2025, to December 31, 2025. 1 outlet operated seasonally only from May 15, 2025 to October 5, 2025, as this outlet is located at the Virginia Beach oceanfront in a summer tourist area. The third outlet opened in February 2025, and we include its results here as well.

Atlantic Ave. Outlet (Virginia Beach, VA) (Seasonal Operation – May 15, 2025 – October 5, 2025)	
Gross Revenue	\$397,408
<i>Less Expense Adjustments that would be incurred if this were a franchised outlet:</i>	
<i>Royalties (6%)</i>	<i>(\$23,844)</i>
<i>Marketing Fund Fee (2%)</i>	<i>(\$7,948)</i>
<i>Local Advertising Spend Requirement (1% of Gross Revenues)</i>	<i>(\$3,974)</i>
Total Franchisee Expenses	(\$35,766)

Adjusted Gross Revenues as if a Franchised Outlet	\$361,642
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Providence Road. Outlet (Virginia Beach, VA) (January 1, 2025 – December 31, 2025)	
Gross Revenue	\$1,310,527
<i>Less Expense Adjustments that would be incurred if this were a franchised outlet:</i>	
<i>Royalties (6%)</i>	<i>(\$78,632)</i>
<i>Marketing Fund Fee (2%)</i>	<i>(\$26,211)</i>
<i>Local Advertising Spend Requirement (1% of Gross Revenues)</i>	<i>(\$113,105)</i>
Total Franchisee Expenses	(\$217,948)

Adjusted Gross Revenues as if a Franchised Outlet	\$1,092,579
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Belaire Ave. Outlet (Chesapeake, VA) (Open February 14, 2025 – December 31, 2025)	
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Gross Revenue	\$819,644
<i>Less Expense Adjustments that would be incurred if this were a franchised outlet:</i>	
<i>Royalties (6%)</i>	<i>(\$49,179)</i>
<i>Marketing Fund Fee (2%)</i>	<i>(\$16,393)</i>
<i>Local Advertising Spend Requirement (1% of Gross Revenues)</i>	<i>(\$8,196)</i>
Total Franchisee Expenses	(\$73,768)

Adjusted Gross Revenues as if a Franchised Outlet	\$745,876
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Notes Applicable to All Tables:

Material financial and operational differences between the affiliated company outlet and a franchised outlet: There are operational differences between the company outlets whose results are reported in the table above and a franchised outlet that you would operate.

The Atlantic Ave company store outlet in Virginia Beach, VA opened in 2016. The Providence Road. company store outlet in Virginia Beach, VA opened in 2021. And the Belaire Ave. outlet in Chesapeake, VA opened in February 2025.

In addition, there are financial differences. A franchised outlet would incur Royalties (6% of Gross Revenues), a Marketing Fund Fee (2% of Gross Revenues), and a Local Advertising spend requirement (1% of Gross Revenues).

Gross Revenue means all of your revenue from operating the franchise, but excluding taxes collected from customers and paid to taxing authority, tips collected from customers and paid to employees, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

Adjusted Gross Revenues as if a Franchised Outlet means the Gross Revenues less expenses that would have been incurred if this were a franchised outlet, namely Royalties, Marketing Fund Fees, and Local Advertising, as discussed above.

The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

Written substantiation for this financial performance representation is available to you upon reasonable written request.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Mery Ghattas at 5216 Providence Road, Virginia Beach, VA 23464, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	2	2	0
	2024	2	2	0
	2025	2	3	+1
Total Outlets	2023	2	2	0
	2024	2	2	0
	2025	2	3	+1

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchise Outlets
For years 2023 to 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
All States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4
Status of Company-Owned Outlets
For years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Virginia	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	1	0	0	0	3
Total	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	1	0	0	0	3

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Virginia	0	1	1
TOTALS	0	1	1

Exhibit E contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit F contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing their experiences as a franchisee in our franchise system with you.

We do not know of any trademark-specific franchisee organization associated with the franchise system being offered.

ITEM 21. FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements as of March 19, 2026. We have not been in business for three years and so cannot include all financial statements required by the FTC Franchise Rule. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

- C. Franchise Agreement
 - Schedule 1-Territory
 - Schedule 2-Automatic Bank Draft Authorization
 - Schedule 3-Telephone & Internet Assignment
 - Schedule 4-Lease Addendum
 - Schedule 5-State Addenda to the Franchise Agreement
- D. Release

ITEM 23. RECEIPTS

Exhibit J contains two copies of a Receipt of our Disclosure Document.

EXHIBIT A

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

FAST FOOD ACT

The following is added to Item 1 of the FDD:

Franchisees located in California are required to comply with all applicable California labor laws, including labor laws that may apply to certain fast food restaurant industry employees. (Please note that this is only applicable to restaurants that are part of a restaurant chain of at least 60 establishments nationwide.) Specifically, California franchisees operating certain fast food restaurants must comply with Part 4.5.5 (commencing with Section 1474) of Division 2 of the California Labor Code (codifying Assembly Bill No. 1228) which established the California Fast Food Council (“CFFC”) which has the authority to increase the hourly minimum wage subject to certain limitations, and to set forth requirements, limitations, and procedures for adopting and reviewing fast food restaurant health, safety, and employment standards in California.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60 day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires application of the laws of the State of Virginia. This provision may not be enforceable under California law.

Item 19: The earnings claim figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

The franchise agreement requires binding arbitration. The arbitration will occur at Virginia Beach, Virginia, with the costs being borne according to the Rules for Commercial Arbitration of the American Arbitration Association. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at <https://iamthesweetspot.com/>

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS

CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

The highest interest rate allowed by law in California is ten percent (10%) annually.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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

HAWAII ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

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

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law governs the Franchise Agreement.

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

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

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

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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

NEW YORK ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

d. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise,

securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Jurisdiction and Venue: The provisions concerning choice of law and jurisdiction and venue are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Item 17(u) of the Disclosure Document is modified to provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from the franchisee's place of business.

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

The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee waive a jury trial is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

**RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

**VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

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

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

**WASHINGTON ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT AND ALL RELATED
AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee or any guarantor to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee and each guarantor have no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void

and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT B

LIST OF STATE ADMINISTRATORS AND REGISTERED AGENTS

State	State Administrator	Agent for Service of Process
California	The Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 651 Bannan Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 1455 Frazee Rd, Suite 315 San Diego, CA 92108 One Sansome St, Suite 600 San Francisco, CA 94104 (866) 275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 280 Trumbull Street Hartford, CT 06103-1800 (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 280 Trumbull Street Hartford, CT 06103-1800 (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204

State	State Administrator	Agent for Service of Process
	(317) 232-6681	
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 335-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1526 K Street, Suite 300 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 212-416-8222	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-2910	Insurance Commissioner 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-2910
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9500	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920

State	State Administrator	Agent for Service of Process
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 13193 Austin, TX 78711 (512) 475-0775	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608)-266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT C

FRANCHISE AGREEMENT

**I AM THE SWEET SPOT FRANCHISING LLC
d/b/a I AM THE SWEET SPOT**



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Exhibits:

Schedule 1-Territory
Schedule 2- Automatic Bank Draft Authorization
Schedule 3- Telephone & Internet Assignment
Schedule 4-Lease Addendum
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WHEREAS, I AM THE SWEET SPOT FRANCHISING LLC d/b/a I AM THE SWEET SPOT (“we,” “us,” or “our”) offers a franchise opportunity for a specialty ice cream and dessert shop offering ice cream, milkshakes, churros, funnel cakes, waffles, smoothies, coffee and more (“System”). Our system utilizes specified marketing techniques and operating procedures; and

WHEREAS, Franchisee and all Signators identified on the signature page to this Agreement, in your personal capacity, (collectively “Franchisee,” “you,” or “your”) desire to utilize our System and our trade names, service marks, and trademarks (collectively, the “Marks”); and

NOW, THEREFORE, for value received, we and Franchisee (“the Parties”) agree as follows:

1. GRANT OF FRANCHISE

Subject to the terms of this franchise agreement (“Agreement” or “Franchise Agreement”), we grant to you a franchise (“Franchised Business”) using our System and our Marks in the territory described in Schedule 1 (“Territory”).

2. TERM AND RENEWAL

2.1. Term. This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

2.2. Renewal. You may renew for another term by signing our then current franchise agreement if you are in compliance with this Agreement and meet the other conditions for renewal. You may also renew future franchise agreements if you are in compliance with such agreements and meet the other conditions for renewal by signing our then current franchise agreement. To renew, you must exercise a general release of all claims that you might have against us. Other terms, conditions, and fees may vary. If you wish to renew, you must notify us in writing at least 180 days before the expiration of this Agreement.

3. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Franchise Agreement (“Territory”).

We may approve relocation of the franchised business if we feel that conditions have changed such that a relocation represents a sound business decision.

We would not normally grant to you approval to open an additional outlet within your territory, but may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate another territory.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept sales within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit (but may accept) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory. We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

4. FEES AND PAYMENTS

4.1. Initial Franchise Fee. You must pay us an Initial Franchise Fee of \$40,000 in a lump sum. The Initial Franchise Fee is due to us in full when you return to us signed copies of your Franchise Agreement. The Initial Franchise Fee is fully earned and nonrefundable upon your signing of the franchise agreement and receipt of the funds by us.

However, no initial franchise fee is due upon renewal or transfer of a franchise agreement. Instead, a renewal fee is due upon renewal and a transfer fee is due upon a transfer.

4.2. Initial Training Fee. You must pay us an Initial Training Fee of \$5,000 in a lump sum. The Initial Training Fee is due in full when you schedule your Initial Training. The Initial Training Fee is fully earned and nonrefundable once paid.

4.3. Royalty Fee. You agree to pay a weekly Royalty Fee of 6% of weekly Gross Revenues beginning on the Effective Date.

“Gross Revenues” means all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes and tips paid to employees by customers and reduced by any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

4.4. Advertising Fees. You agree to the advertising fees and payments disclosed in Section 7 of this Franchise Agreement below.

4.5. Website Maintenance Fee. You agree to pay us \$200 monthly to maintain the website created for your Franchised Business.

4.6. Software and POS. You agree to pay the fees for such software and POS systems as we specify.

4.7. Updated or Additional Training Fee. If you request or are required to undergo additional training other than training scheduled by us, you must pay us a fee of \$500 per day and pay for all related travel expenses.

4.8. Audit Fee. You agree to pay us our cost in performing an audit, inspection or review of your Franchise Business, including travel expenses and reasonable accounting and attorney fees, if the audit discloses an underpayment of more than 2%. If an audit or inspection shows that you have underpaid the amount owed to us, you must pay us the amount of the underpayment plus Interest and Late Fees.

4.9. Annual Convention. We reserve the right to impose an Annual Convention Fee of up to \$350 per attendee.

4.10. Testing/Inspection Fees to Approve Supplier. You agree to pay us a \$100/hr. fee, plus costs incurred, if you request us to test and inspect a new supplier.

4.11. Transfer Fee. You agree to pay us a Transfer Fee of \$10,000 for any transfer of the majority interest of the franchise and \$5,000 for any transfer of a minority interest in the franchise. We must approve of any transfer, and the transfer fee must be paid before the transfer is complete.

4.12. Renewal Fee. You agree to pay us a Renewal Fee of \$2,500 to enter into a new franchise agreement and continue your rights as a franchisee for an additional term.

4.13. Credit Card Processing Fee. You must pay us the then-current charge imposed by third-party credit card processors if you elect to pay any sums to us by credit card.

4.14. Interest. You agree to pay 6% interest on past due amounts.

4.15. Late Fee. You agree to pay us a late fee of \$50 per month on any late payments you owe to us, plus Late Fees.

4.16. Insufficient Funds Fee. You agree to pay us \$50 per transaction if an electronic transfer or other payment from you to us is declined for insufficient funds.

4.17. Customer Refunds. If you do not resolve a client service complaint and we believe a reasonable basis exists for a refund to the client all or a portion of the client's fees, we may pay the client directly and bill you. You agree to pay the charges.

4.18. Maintenance and Refurbishing of Business. If, after we notify you, you do not undertake efforts to correct deficiencies in outlet appearance, then we can undertake the repairs and you must reimburse us.

4.19. Sales, Excise, or Gross Receipts Taxes. If required by federal, state, or local law, you must pay us any sales, excise, gross receipts, or similar taxes imposed on the initial franchise fee, royalties, or other goods or services we provide to you, at the same time and in the same manner as you pay those fees.

4.20. Fees to Third Parties. You agree to reimburse us for the actual cost of any third-party charges or expenses that we pay or incur on your behalf as a result of your failure to timely pay or satisfy any obligation to such third party in connection with the operation of your Franchised Business. You remain solely responsible for all fees and expenses owed to third parties as required to operate your Franchised Business under the Manual or this Agreement.

4.21. Payment Period and Method. The Royalties and Advertising Fees are collected weekly. You must pay to us other recurring fees by the 5th of the month incurred or accrued in the prior month. You must pay us all other fees when incurred.

Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. See Schedule 2. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We reserve the right to modify the payment methods and schedule in our Manual.

5. OBLIGATIONS OF FRANCHISOR

5.1. Initial Training. We offer you with an initial training program to guide you in the operation of the Franchised Business.

5.2. Site Selection and Build Out.

5.2.1. Site Selection. We provide criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove of a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

If you do not locate a site of which we approve within 180 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time. We do not assist in conforming the premises to local ordinances and building codes or obtaining any required permits or construction, remodeling, or decorating the premises.

5.2.2. Plans and Layout. We will furnish to you a sample site layout plan.

5.2.3. Lease. Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing your proposed lease or purchase agreement.

5.2.4. Relocation Review. We will evaluate locations you propose to us to relocate your Franchised Business. We will typically approve or disapprove of a relocation site within 14 days of your submission to us of the information required by us on the proposed site. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

5.3. Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees.

5.4. Assistance to Obtain Equipment, Inventory, and Supplies. We provide guidance on obtaining equipment, inventory, and supplies. We provide the names of approved vendors or specifications for these items. We do not deliver or install these items.

5.5. Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business ("Manual"). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.6. Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business.

5.7. Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business. You must always use the Point of Sale or other software we designate, which may change from time to time as new products are offered and technology develops.

5.8. Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend.

6. OBLIGATIONS OF FRANCHISEE

6.1. Training. You must complete the training within three (3) months from the Effective Date of this Agreement and before you may operate the Franchised Business. If we determine that you cannot complete the training program satisfactorily, we have the right to terminate this Agreement and the Initial Franchise Fee will not be refunded.

6.2. Site Selection and Build Out.

6.2.1. Site Selection. You must select a site for the operation of your Franchised Business pursuant to our guidelines. You agree to obtain our written approval for your proposed site. You may operate the Franchised Business only at the accepted site.

6.2.2. Buildout. It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits.

6.2.3. Plans and Layout. You are required to submit the layout and have it approved by us. We will typically approve or disapprove of a proposed layout within 14 days of your submission to us. Once approved by us, it is your responsibility to remodel the premises and install the furniture, fixtures and equipment accordingly. You agree that we have the right to inspect your buildout and require adjustments so that the buildout is in a good and workmanlike manner and conforms to the plans and layout and not open for business until we have approved of the buildout and workmanship.

6.2.4. Lease. Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing your proposed lease or purchase agreement. You must also execute with your landlord the Lease Addendum attached as Schedule 4 to this Franchise Agreement.

6.2.5. Relocation Review. You must obtain our approval if you wish to relocate and pay the relocation fee. We will evaluate locations you propose to us to relocate your Franchised Business. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

6.3. Starting Date. You must begin operations and be open for business within twelve (12) months from the Effective Date of this Agreement.

6.4. Operations Manual. You agree to operate the Franchised Business per the then current Manual and brand standards, as well as information bulletins and guidance that we disseminate electronically.

6.5. Personal Participation. You are required to participate personally in the direct operation of the Franchised Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Any General Manager must also sign

a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee's business.

All owners of this franchise must guarantee the obligations under the Franchise Agreement and are subject to a covenant not to compete along with confidentiality requirements.

You agree to accurately and completely furnish us the names, contact information, and ownership percentage of anyone who owns an interest in the Franchised Business. No change to the owners or ownership percentages is permitted without our prior written consent.

6.6. Authorized Products and Services Only. You may offer for sale through your Franchised Business only the services and products as specified by us and such products and services that we have approved in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

6.7. Customer Service. You shall serve customers patronizing your Franchised Business in a professional and respectful businesslike manner and diligently fulfill your obligations to them when they desire to purchase your goods or services.

6.8. Employees / Employee Training. You should determine appropriate staffing levels for your Franchised Business to ensure full compliance with this Agreement. You shall train your employees to competently and professionally carry out their duties and offer excellent customer service. You shall ensure that your employees have any training, licenses, or certifications required by applicable law. You are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

6.9. Insurance. You are required to have insurance as may be required by your state laws and as we may specify in the Manual. You must name us and all our officers, directors, members and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. Certificates of insurance must be provided to us upon the annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost.

If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee (not to exceed \$1,000) for our time incurred in obtaining such insurance.

6.10. Computer Hardware and Software Systems. You are required to purchase or use such computer hardware and software to operate your Franchised Business as we may specify.

6.11. Telephone Number. You agree to maintain a dedicated telephone number for your Franchised Business.

6.12. Furniture, Fixtures, Equipment, Inventory and Supplies. You agree to purchase and use furniture, fixtures, equipment, inventory, and supplies as we specify, which may include a vendor designation, to operate your Franchised Business. You may not install or permit to be installed in the premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines, or other items without our written consent or that do not comply with our specifications.

6.13. Licenses and Permits. You must obtain such state and local business and other licenses and permits as your state and local law may require.

6.14. Brand Image and Remodeling. You agree to present your Franchised Business in a clean and well-maintained manner to uphold our franchise system's image and goodwill. We may require you to remodel your business once every ten (10) years and you agree to do so pursuant to our guidelines.

6.15. Minimum Days and Hours. You agree to be open for business, at a minimum, for the days and hours we specify in the Manual.

6.16. Laws and Regulations. You agree to comply with all federal, state, and local laws, and regulations.

7. ADVERTISING AND TRADEMARKS

7.1. Use of our Marks. We allow and require you to use our Marks to hold out your Franchised Business to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Manual.

7.2. Grand Opening Advertising. You agree to spend \$10,000 - \$25,000 around the time of the opening of your Franchised Business to promote its opening, pursuant to our guidelines.

7.3. Local Advertising and Promotions. Your advertising and promotions shall conform to the following requirements:

7.3.1. You shall advertise and promote only in a manner that will reflect favorably on us, including using promotional materials that we create and provide, at our cost, to solicit prospective franchisees.

7.3.2. You agree to participate in all promotional programs that we create, offer or advertise.

7.3.3. Your advertising must comply with federal, state, and local laws.

7.3.4. You agree to spend a minimum of 1% of weekly Gross Revenues on local advertising.

7.4. Marketing Fund. You agree to contribute 2% of weekly Gross Revenues to our Marketing Fund. Franchisor owned outlets may be required to contribute to the Fund. We administer the Fund. The Fund is not audited. Unaudited financial statements will be made available to you upon written request.

If all Fund fees are not spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

7.5. Our Obligation to Conduct Advertising. We use monies in the Marketing Fund to advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may conduct local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or Territory where you will be located.

7.6. Corporate Website. We will develop and maintain a website containing your Franchised Business's contact information.

7.7. Digital Marketing. We may create, operate, and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads), or other means of digital marketing to promote the brand, Franchised Business, marks, and franchise opportunities. We have the sole right to control all aspects of any digital marketing, including all digital marketing related to your Franchised Business.

7.8. Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

7.9. Use of Your Own Advertising Material. You agree to use our advertising templates or, if you wish to use your own advertising materials, you may do so provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request.

7.10. Private Websites & Email. You are not allowed to have an independent website, social media accounts, or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. You are also not allowed to utilize any other email other than the email provided by us to deliver services by your Franchised Business.

7.11. Entity Name Requirements. You may not use the words "I Am the Sweet Spot," "Sweet Spot," or any confusingly similar words, as any part of the name of a corporation, limited liability company, or other entity. However, "I Am the Sweet Spot" followed by your entity number, or such other designation as we shall specify, shall be your "doing business as" name for an entity

that owns this franchise, sometimes also called your “assumed name,” “trading as” name, or “fictitious name.”

7.12. No Confusingly Similar Marks. You agree not to use any marks that could be confused with our Marks.

7.13. Infringement Claims. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

7.14. Update to our Marks. We may replace, modify, or add to our Marks. If we replace, modify, discontinue, or add additional marks, you agree to adopt the new marks and update or replace your supplies, etc. to reflect the new marks, at your expense, in the time frame we provide at the time of such an update.

7.15. Publicity. Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

7.16. Name and Likeness. You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

7.17. Advertising Council. We may establish a Franchisee Advisory Council (“FAC”) composed of franchisees that advise us on operational and advertising policy. We will select the members. The FAC will serve only in an advisory capacity. We can form, change, or dissolve the advertising council.

7.18. Cooperative Advertising. We do not require you to participate in a local or regional advertising cooperative.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1. Definition. “Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

8.2. Confidentiality. You will not directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information to perform your obligations under this Agreement, but in doing so will only allow

dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information.

8.3. Return of Information. Upon termination or expiration of this Agreement, you will return to us all Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will always remain subject to the confidentiality restrictions of this Agreement.

8.4. Customer Data. We retain all right, title, and interest in and to the Customer Data during and after the term of this Agreement, provided that you use the Customer Data during the Term of this Agreement as permitted by this Agreement or our Manual, and in accordance with law. “Customer Data” means any and all information about Customers that may be collected in connection with their use of your franchise services, including, but not limited to, name, telephone number, address and email address.

8.5. Intellectual Property Ownership. We own the Franchise system and all intellectual property associated with it. To the extent you have or later obtain any intellectual property, other property rights, or interests in the Franchise system by operation of law or otherwise, you hereby disclaim such rights or interests and will promptly assign and transfer such entire interest exclusively to us. You will not undertake to obtain, copyright, trademark, service mark, trade secret, patent rights or other intellectual property right with respect to the Franchise system.

8.6. Suggestions. You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

8.7. Performance Data. You agree that we may share performance data from your Franchised Business between our employees, franchisees and their employees. You agree to keep such performance data confidential.

9. REPORTS AND REVIEW

9.1. Reports. You must send us such reports in the time and manner we may specify in the Operations Manual. At present, you must send us a Gross Revenue Report on Tuesday of each week to report Gross Revenues for the prior week (Monday – Sunday).

9.2. Financial Statements. You must send us such financial statements as we may specify in the Operations Manual. At present, within 30 days after the end of each calendar year, you must send us an unaudited profit and loss statement of the Franchised Business, in the manner and form we specify, for the 12-month period ending the prior December 31.

9.3. Reviews and Audits. We have the right to review and audit your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and

electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. This includes the right to send in secret shoppers. And this also includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Franchised Business. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct.

9.4. Time Frame to Furnish Documents. If, as part of a review of your business operations, we request a copy of any business records related to the Franchised Business, you must send us these records at your expense within five (5) business days of receiving our request.

9.5. Independent Access to Information. You agree that we have and that you will provide independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, financial, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information, as well as your security camera systems.

10. TERMINATION

10.1. Termination by You. You may terminate this Agreement by not renewing or by selling the franchise pursuant to the terms of this Agreement. If you do not renew, you must notify us in writing of your desire not to renew at least 180 days prior to the expiration of this Agreement. If you terminate pursuant to this paragraph, you must still comply with all the provisions of this Agreement that require performance post-termination.

10.2. Termination by Us. We may terminate this Agreement upon notice without the opportunity to cure for any of the following reasons:

10.2.1. If you do not pass our initial training in accordance with our passing stands;

10.2.2. If you fail to obtain our approval or a site, open on time, or relocate without our approval;

10.2.3. If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;

10.2.4. If you commit a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business or if you are convicted of, or plead guilty or no contest to a felony;

10.2.5. If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;

10.2.6. If you include a materially false representation or omission of fact in your Confidential Franchise Application to us;

10.2.7. If you or your principals commit any fraud or misrepresentation in the operation of the Franchised Business;

10.2.8. If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;

10.2.9. You fail to pay suppliers an amount exceeding \$3,000 for more than 60 days;

10.2.10. You fail to permit us to inspect or audit your franchise;

10.2.11. If you die or become incapacitated and you or your estate does not begin the process of transferring your rights under this Agreement within 60 days or complete the transfer within 6 months of your death or incapacity; or

10.2.12. If you commit three or more breaches of this Agreement, the Manual, or any other agreement with us or an affiliate, in any 12-month period regardless of whether such breaches were cured after notice.

10.3. Termination by Us with the Opportunity to Cure. We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

10.3.1. You violate any other term or condition of this Agreement, the Manual, or any other agreement with us;

10.3.2. Any amount owing to us from you is more than 30 days past due.

10.4. No Refund of Initial Fee. We have no obligation to return or refund any fee to you upon termination or expiration of this Agreement.

11. POST TERMINATION OBLIGATIONS

If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Franchised Business, you must immediately:

11.1. Cease operating the Franchised Business and discontinue use of any aspects of our System or Confidential Information;

11.2. Stop identifying yourself as a franchisee of ours and discontinue using any of our Marks or any marks which are likely to be confused with our Marks;

11.3. Pay to us all amounts owing to us;

11.4. At our request, cancel or assign all telephone and internet listings under your ownership used in the Franchise Business;

11.5. Reimburse customers for any fees paid for services not yet rendered;

11.6. At our option, and upon our request, use your best efforts to assist in our taking over the lease of the location of your Franchised Business, whether it be through a new lease or assignment;

11.7. At our option, offer to us the right to purchase your furniture, equipment, signage, fixtures, and supplies within 30 days of the date of termination for the adjusted book value, which is the undepreciated book value of the assets on your most recently filed federal tax return prior to the date of the termination or expiration;

11.8. Deliver to us any paper and electronic copies of the Manual and any Confidential Information;

11.9. Cancel all fictitious names or other listings which you have filed for use of any of the Marks;

11.10. Adhere to the provisions of the post-term covenants not to compete and not to solicit;

11.11. Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee; and

11.12. Execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 11.

12. NON-COMPETE AND NO SOLICITATION.

12.1. Non-Compete.

12.1.1. In-Term. You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly offer a "Competitive Product or Service" except in providing such product or services through the Franchised Business. A "Competitive Product or Service" means any product or service that is the same or similar to the types of products or services sold by the Franchised Business and includes, a specialty ice cream and dessert shop offering ice cream, milkshakes, churros, funnel cakes, waffles, smoothies, coffee and more.

12.1.2. Post-Term. You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a Competitive Product or Service within 25 miles of the boundaries of the Territory, or within 25 miles of any other I Am the Sweet Spot outlet of ours or a franchisee of ours in operation at the time.

12.2. No Solicitation of Customers. You will not, for a period of two years after expiration or termination of this Agreement, in the Territory or within 25 miles of the boundaries of your Territory, directly or indirectly solicit the patronage of any customer served by your prior Franchised Business during the last 24 months that you were a franchisee, or such shorter time as you were a franchisee, for the purpose of offering such person or entity, for a fee or charge a Competitive Product or Service.

12.3. Waiver of Bond. You agree that if we bring suit to enforce Sections 12.1 or 12.2 above, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

12.4. Severability. If any covenant or provision of Section 12.1 or 12.2 is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

13. ADDITIONAL IN-TERM AND POST-TERM COVENANTS

13.1. Maintenance of Goodwill. You agree not to disparage us or our current and former employees, agents, members, or directors. During the term of this Agreement, you agree not to do any act harmful, prejudicial, or injurious to us.

13.2. Independent Contractor. You and we are independent contractors to each other. Neither you nor we is an agent, fiduciary, partner, employee, or participant in a joint venture, and neither you nor we has the authority to hold out as such to third parties. You do not have any authority to bind or obligate us. We are not and will not be liable for any act, omission, debt, or other obligation of yours.

13.3. Indemnity. You are responsible for all loss or damage and for all contractual liability to third parties originating from or in connection with the operation of the Franchised Business and for all claims or demands for damage directly or indirectly related. You agree to defend, indemnify, and hold harmless us and our employees, officers, directors, and members with respect to any such claim, loss, or damage, including our costs and attorney fees.

14. TRANSFER

14.1. Assignment by Us. We may assign this Agreement to an assignee who agrees to remain bound by its terms. We do not permit a sub-license of the Agreement.

14.2. Transfer by You. You may transfer this Franchise Agreement, any interest under this Agreement, or substantially all the assets of the Franchised Business only if we approve, and you comply with the provisions in this Section 14. We shall not unreasonably withhold approval. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

14.3. Transfer to a Controlled Entity. A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a Controlled Entity shall not trigger the Right of First Refusal, described in Section 14.6 below. At the time of

the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. We do not charge a transfer fee for this change.

14.4. Transfer within an Entity. A transfer of interest within an entity shall not trigger the Right of First Refusal described in Section 14.6 below if only the percentage ownership, rather than the identity of the owners, is changing. Prior to the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest. Each such person of the Controlled Entity shall sign the then current amendment and release forms and/or Franchise Agreement as required by us, and you shall pay to us the applicable transfer fee specified in Section 4 above.

14.5. Conditions for Approval of Transfer. We may condition our approval of any proposed sale or transfer of the Franchised Business or of your interest in this Agreement upon satisfaction of the following occurrences:

14.5.1. You are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors;

14.5.2. You are in full compliance with this Agreement;

14.5.3. You execute any transfer, amendment, or release forms that we may require;

14.5.4. You or the transferee will provide to us a copy of the proposed documents as we may request to evidence the transfer;

For a transfer under Section 14.2 above, the following conditions also apply:

14.5.5. The transferee must be approved by us and demonstrate to our satisfaction that s/he meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement;

14.5.6. The transferee must execute our then-current Franchise Agreement;

14.5.7. You or the transferee must pay to us the Transfer Fee specified in Section 4 above;

14.5.8. The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;

14.5.9. You must comply with the post-termination provisions of this Agreement;

14.5.10. The transferee must obtain within the time limits set by us and maintain thereafter, all permits and licenses required for operation of the Franchised Business;

14.5.11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

14.5.12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

14.5.13. The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement;

14.5.14. You must request that we provide the prospective transferee with our current franchise disclosure document;

14.5.15. Our approval of the transfer will not constitute a waiver of any claims we may have against the transferring party;

14.5.16. We will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning the Franchised Business as you have supplied us hereunder; and

14.5.17. In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

14.6. Right of First Refusal. If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Franchise Agreement, any interest in it, or substantially all the assets of the Franchised Business, you shall grant us the option (the "Right of First Refusal") to purchase the Franchised Business as provided here:

14.6.1. Within 14 days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Franchised Business or interest in the Franchised Business at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or its owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.

14.6.2. If we do not exercise our Rights of First Refusal, you may transfer the Franchised Business or your ownership interest per the terms set forth in the Notice, if you satisfy the conditions in Section 14.5 above and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect.

15. DEATH OR INCAPACITY

In the event of your death or incapacity, you, or your estate must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new Franchisee must pay the transfer fee specified above, meet our qualifications, complete initial training, and enter into a new Franchise Agreement. In the event of your death or incapacity, you agree we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing operation of your Franchised Business, plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business. The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement.

16. MODIFICATION

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent, as provided by this Agreement.

17. NON-WAIVER OF BREACH

The failure of either party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or of either party's right to enforce each and every term and condition of this Agreement.

18. FULL UNDERSTANDING

This Agreement and all schedules to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

19. GOVERNING LAW

19.1. Governing Law. Except as to claims governed by federal law, Virginia law governs all claims that in any way relates to or arises out of this Agreement or any of the dealings of the parties (“Claims”). However, no laws regulating the sale of franchises, business opportunities, or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

19.2. Jurisdiction and Venue. You and we agree that venue and jurisdiction for any Claims, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Virginia Beach, VA.

19.3. Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

19.4. Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

19.5. Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

19.6. Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

19.7. Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within 30 days after the occurrence of the violation or breach, details of the claim and failure to timely give such notice shall preclude any claim for damages.

19.8. Internal Dispute Resolution. You must first bring any Claim to our President, after providing notice as required in Section 19.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

19.9. Mediation and Arbitration. Before you may bring any Claim against us in court, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association (“AAA”) and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

19.10. Arbitration Exclusions. If we choose, we may bring any claims in the state and federal courts located nearest to our headquarters or in such other location where jurisdiction and venue may be proper.

19.11. Waiver of Bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

19.12. Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

19.13. Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Governing Law provisions contained herein.

19.14. Survival. All the covenants contained in this Agreement that may require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

19.15. Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

19.16. Force Majeure. Neither party is liable for any delay or failure to perform (except payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, pandemic, war, terrorism, government action, labor disputes (other than involving the affected party's employees), or supply chain disruptions. The affected party must promptly give written notice and use reasonable efforts to resume performance, and any applicable deadlines will be extended for the period of delay. If such event continues for more than ninety (90) days, Franchisor may terminate this Agreement by written notice. This Section does not extend the Term, and all accrued obligations remain due.

20. RELEASE OF PRIOR CLAIMS

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

21. NOTICES

You shall give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our President, at our corporate office, presently 5216 Providence Road, Virginia Beach, VA 23464; Telephone: 757-754-6168. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

22. ACKNOWLEDGMENTS

You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently

investigated the business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain and review this Agreement and our Franchise Disclosure Document (“FDD”) by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

23. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Sections 11-13 above**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[signature page follows]

Franchisee: _____ Entity Number: _____

Type: _____ (Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship ("JTROS"), Tenants in Common, Partnership).*

SIGNATORS:

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

**I AM THE SWEET SPOT FRANCHISING LLC
D/B/A I AM THE SWEET SPOT**

By: _____ Effective Date: _____
Mery Ghattas, CEO

***Joint Tenants with Right of Survivorship is typically for married couples and must be owned equally by each tenant, 50-50 for two owners, and if one spouse passes away, the other automatically receives the decedent's share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

SCHEDULE 1 TO THE FRANCHISE AGREEMENT

TERRITORY

Your Territory shall be as follows:

SCHEDULE 2 TO THE FRANCHISE AGREEMENT

AUTOMATIC BANK DRAFT AUTHORIZATION

ACH Origination Authorization

Please complete the following with your banking information and attach a voided check:

Company Name: _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Routing
Number: _____

Account Number: _____

I hereby authorize I AM THE SWEET SPOT FRANCHISING LLC d/b/a I AM THE SWEET SPOT (“Franchisor”) and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my franchise agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify either Franchisor or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the above-referenced financial institution or up to 60 days after deposit, whichever occurs first.

Signature: _____

Printed Name of Person Signing: _____

Title (if any): _____

Application Date: _____

Telephone Number: _____

Applicant’s Address: _____

SCHEDULE 3 TO THE FRANCHISE AGREEMENT

TELEPHONE & INTERNET ASSIGNMENT

THIS TELEPHONE & INTERNET ASSIGNMENT is made between _____ (“Franchisor,” “we,” “us,” or “our”) and the franchisee named below (“Franchisee,” “you” or “your”).

BACKGROUND

- A. The parties are entering into a Franchise Agreement (“Agreement”).
- B. As a condition to signing the Franchise Agreement, we have required that you appoint us Attorney in Fact, to take effect upon the expiration or termination of the Agreement, as to telephone numbers, listings, advertisements, social media accounts, domains, websites, directories, or similar (collectively “Listings”) relating to your Franchise.

LISTINGS ASSIGNMENT

Upon expiration or termination of the Agreement for any reason, Franchisee’s right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, and to immediately at Franchisor’s request, (i) take any other action as may be necessary to transfer the Listings to Franchisor or Franchisor’s designated agent, (ii) install and maintain, at Franchisee’s sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of the Listings

Franchisee agrees that Franchisor may require Franchisee to “port” or transfer to Franchisor or an approved call routing and tracking vendor all Listings.

DURABLE POWER OF ATTORNEY

Appointment as Attorney in Fact. For value received, Franchisee hereby irrevocably appoints Franchisor as Franchisee’s attorney-in-fact, to act in Franchisee’s place, for the purpose of assigning any Listings. This appointment gives to us full power to receive, transfer or assign to us or our designee or take any other actions required of Franchisee under the Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Agreement for any reason. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

Governing Law and Survival. The validity, construction and performance of this Assignment is governed by the laws of the State in which we are located. All our rights survive the termination, expiration or non-renewal of the Agreement and inure to our benefit and to the benefit of our successors and assigns.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING LLC
d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

LEASE ADDENDUM

Landlord	
Landlord Name:	
Landlord Address:	
Landlord Phone Number:	

Franchisor	
Franchisor Name:	I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot
Franchisor Address:	5216 Providence Road Virginia Beach, VA 23464
Franchisor Phone #:	757-754-6168

Tenant	
Tenant Name:	
Address of Leased Premises:	
Date of Lease:	

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of an I Am the Sweet Spot business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity To Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease, subject to Landlord’s approval in its reasonable discretion. To exercise this option, Franchisor must notify Landlord within 10 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Landlord and Tenant consent to allow Franchisor to assume any existing term of the Lease (the “Assumption”), provided that any and all defaults have been cured and all payments due under the Lease are current, and to enter into a written agreement providing for such Assumption. In the event of an Assumption, Landlord will deliver possession of the Leased Premises to Franchisor free and clear of any rights of the Tenant or any third party. Landlord further consents to give Franchisor the right, following the Assumption, to assign its interest in the Lease or to sublet the Leased Premises to another franchisee of Franchisor with reasonable consent from the Landlord.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of Franchisor, subject to Landlord's approval in its reasonable discretion.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises within 10 days of such expiration or termination, to take any such actions as may be consistent with its rights under this Lease Addendum or to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols.

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

LANDLORD:

By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT

STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Cal. Bus. & Prof. Code § 20020 and Cal. Bus. & Prof. Code § 20021 supersede the Franchise Agreement in your relationship with us. As such, Sections 10.2 and 10.3 are deleted and replaced by the following:

CA Bus & Prof Code Section 20021

Except as otherwise provided by this chapter, no franchisor may terminate a franchise prior to the expiration of its term, except for good cause. Except as provided in Section 20021, good cause shall be limited to the failure of the franchisee to substantially comply with the lawful requirements imposed upon the franchisee by the franchise agreement after being given notice at least 60 days in advance of the termination and a reasonable opportunity, which in no event shall be less than 60 days from the date of the notice of noncompliance, to cure the failure. The period to exercise the right to cure shall not exceed 75 days unless there is a separate agreement between the franchisor and franchisee to extend the time.

CA Bus & Prof Code Section 20021

If during the period in which the franchise is in effect, there occurs any of the following events which is relevant to the franchise, immediate notice of termination without an opportunity to cure, shall be deemed reasonable:

- (a) The franchisee or the business to which the franchise relates has been the subject of an order for relief in bankruptcy, judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;
- (b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;
- (c) The franchisor and franchisee agree in writing to terminate the franchise;

- (d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;
- (e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;
- (f) The franchisee, after curing any failure in accordance with Section 20020 engages in the same noncompliance whether or not such noncompliance is corrected after notice;
- (g) The franchisee repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice;
- (h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;
- (i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;
- (j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or
- (k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.
- (l) If the franchise expressly permits termination under such circumstances, there is a lawful termination or nonrenewal of a separate motor fuel franchise governed by provisions of the Petroleum Marketing Practices Act (15 U.S.C. Secs. 2801 to 2807, inclusive) that is operated by the franchisee or affiliate of the franchisee located at the same business premises if both franchises are granted by the same franchisor or an affiliate of the franchisor. "Affiliate" shall have the same meaning as set forth in subdivision (k) of Section 31005.5 of the Corporations Code.

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

[signature page follows]

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

**HAWAII ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is modified to also provide that we defer the payment of all initial fees paid to us until we have performed all of our pre-opening obligations and you are open for business.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

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

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

FRANCHISEE:

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____

By: _____
Mery Ghattas, CEO

By: _____

Date: _____

**MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST

PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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

FRANCHISEE:

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By:_____

By:_____

Mery Ghattas, CEO

By:_____

Date:_____

NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

“Covenants not to compete are generally considered unenforceable in the State of North Dakota.”

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted.

4. The provision concerning limitation of actions is modified to provide that the statute of limitations under North Dakota Law will apply.

5. The provisions concerning mediation and arbitration are modified to also provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from your place of business.

6. North Dakota law governs any cause of action arising out of the franchise agreement.

7. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

9. The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

10. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

11. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

12. The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee waive a jury trial is deleted.

13. The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

14. The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

FRANCHISEE:

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____

By: _____
Mery Ghattas, CEO

By: _____

Date: _____

**RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.
2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.
5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

**SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By: _____
Mery Ghattas, CEO

Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee or any guarantor to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee and each guarantor have no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC d/b/a I AM THE SWEET SPOT

By:_____

By:_____

Mery Ghattas, CEO

By:_____

Date:_____

**WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. The Franchise Agreement is amended to also include the following language:

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:

FRANCHISOR:

I AM THE SWEET SPOT FRANCHISING
LLC D/B/A I AM THE SWEET SPOT

By: _____

By: _____
Mery Ghattas, CEO

By: _____

Date: _____

EXHIBIT D

RELEASE

THIS RELEASE is made and given by _____,
("Releasor") with reference to the following facts:

1. Releasor and I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot (Releasee) are parties to one or more franchise agreements.

2. The following consideration is given:

_____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

_____ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

_____ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

_____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

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.

6. This Release does not apply to any claims arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7,

Illinois Franchise Disclosure Act, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

Franchisee:

**I AM THE SWEET SPOT FRANCHISING
LLC D/B/A I AM THE SWEET SPOT**

By: _____

By: _____
Mery Ghattas, CEO

Printed Name: _____

Date: _____

Title: _____

EXHIBIT E

CURRENT FRANCHISEES

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

Operational Franchisees (as of December 31, 2025):

None

Franchise Agreement signed but outlet not yet open (as of December 31, 2025):

None

EXHIBIT F

FORMER FRANCHISEES

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None

EXHIBIT G

FINANCIAL STATEMENTS

I am the sweet spot franchising, LLC

**Independent Auditor's Report
And
Balance Sheet Statement
March 19, 2026**

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

2901 Corporate Cir, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the members of

I am the sweet spot franchising, LLC

Opinion

We have audited the accompanying balance sheet of I am the sweet spot franchising, LLC (the Company) as of March 19, 2026, and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the Company as of March 19, 2026, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

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

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

Auditor's Responsibilities for the Audit of the Financial Statement

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
April 01, 2026

I am the sweet spot franchising, LLC
March 19, 2026
Balance Sheet

Assets

Current Assets

Cash and cash equivalents	\$10,000
---------------------------	----------

Total Current Assets	<u>\$10,000</u>
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Liabilities and Members' Equity

Total Liabilities	<u>\$0</u>
--------------------------	-------------------

Members' equity	10,000
-----------------	--------

Total Liabilities and Members' Equity	<u>\$10,000</u>
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The accompanying notes are an integral part of the financial statement.

I am the sweet spot franchising, LLC

March 19, 2026

Notes to Financial Statement

1. COMPANY AND DESCRIPTION OF BUSINESS

I am the sweet spot franchising, LLC (the Company) was established in the state of Virginia on December 18, 2025, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provides qualified individuals with the right to operate a dessert shop, serving up freshly made delights that satisfy every craving. From creamy ice cream and crunchy churros to fluffy donuts and rich coffee, and other variety of sweet treats made fresh to order. The Company offers individual unit franchises and area development franchises for the development of multiple units within a designated territory.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

The Company and its members have elected to be treated as a partnership under the provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state-imposed taxes and fees as applicable.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit didn't exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

In June 2016, the FASB issued Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. ASU 2016-13 amends the impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including trade receivables. In November 2018, the FASB issued ASU No. 2018-19, Codification Improvements to Topic 326, Financial Instruments - Credit Losses ("ASU 2018-19"), which clarifies that receivables arising from operating leases are accounted for using lease guidance and not as financial instruments. In April 2019, the FASB issued ASU No. 2019-04, Codification Improvements to Topic 326, Financial Instruments - Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments ("ASU 2019-04"), which clarifies the treatment of certain credit losses. In May 2019, the FASB issued ASU No. 2019-05, Financial Instruments - Credit Losses (Topic 326): Targeted Transition Relief ("ASU 2019-05"), which provides an option to irrevocably elect to measure certain individual financial assets at fair value instead of amortized cost. In November 2019, the FASB issued ASU No. 2019-11, Codification Improvements to Topic 326, Financial Instruments - Credit Losses ("ASU 2019-11"), which provides guidance around how to report expected recoveries. ASU 2016-13, ASU 2018-19, ASU 2019-04, ASU 2019-05 and ASU 2019-11 (collectively, "ASC 326") are effective for fiscal years beginning after December 15, 2022, with early adoption permitted. The Company is currently evaluating the impact this guidance will have on its financial statements.

In January 2017, the FASB issued ASU 2017-04, Intangibles – Goodwill and Other, which simplifies the test for goodwill impairment by removing the second step of the two-step impairment test. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying value of goodwill. All other goodwill impairment guidance will remain largely unchanged. Entities will continue to have the option to perform a qualitative assessment to determine if a quantitative impairment test is necessary. The same one-step impairment test will be applied to goodwill at all reporting units, even those with zero or negative carrying amounts. Entities will be required to disclose the amount of goodwill at reporting units with zero or negative carrying amounts. For nonpublic entities, the standard is effective for annual periods beginning after December 15, 2022, with early application permitted for tests performed after January 1, 2017. The Company is currently evaluating the impact this guidance will have on its financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations – Accounting for Contract Assets and Contract Liabilities from Contracts with Customers (Topic 805) which amends Topic 805 to require acquiring entities to apply Topic 606 to recognize and measure contract assets and liabilities in a business combination. ASU 2021-08 is effective for fiscal years beginning after December 15, 2023, and interim periods within those fiscal years. Early adoption is permitted. The Company adopted the provisions of ASU 2021-08 for 2021.

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

3. CASH AND CASH EQUIVALENT

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On March 19, 2026, the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of March 19, 2026, the Company has approximately \$10,000 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 01, 2026, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

EXHIBIT H

TABLE OF CONTENTS OF OPERATIONS MANUAL

Franchise Startup and Store Launch Manual:

Chapter	Topic	Page Count
1	Site Selection	1
2	Store Buildout	1
3	Furniture, Fixtures, and Décor	1
4	Equipment and Smallwares	2
5	Insurance Requirements	1
6	Computer and POS System Requirements	1
7	Hiring and Training Team Members	1
8	Team Member Roles and Responsibilities	1
9	Menu Preparation and Recipes	1
10	Opening and Closing Procedures	1
11	Grand Opening Marketing	1
12	Local Store Advertising	1
13	Customer Service and Complaint Resolution	1
14	Bookkeeping and Financial Record	1
15	Independent Franchisee Responsibility	1
Total		16

Brand Standards and Operations Manual:

Chapter	Topic	Page Count
	Operations at a Glance	2
1	Service Standards	16
2	Open, Mid, Close	6
3	House Keeping and Cleanliness	3
4	Inventory Management	10
5	Facilities, Equipment, and Technology	5
6	Health and Safety	20
7	Management	21
Total		83

EXHIBIT I

STATE EFFECTIVE DATES

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

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

State	Effective Date
Virginia	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 J

RECEIPT

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

If I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The franchisor is I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot located at 5216 Providence Road, Virginia Beach, VA 23464. Its telephone number is 757-754-6168.

Issuance Date: April 2, 2026

The franchise sellers for this offering are:

X	Mery Ghattas, 5216 Providence Road, Virginia Beach, VA 23464; 757-754-6168

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated April 2, 2026 that included the following Exhibits:

- A. State Addenda to the Disclosure Document
- B. List of State Administrators and Registered Agents
- C. Franchise Agreement
 - Schedule 1 – Territory

- Schedule 2 – Automatic Bank Draft Authorization
- Schedule 3 – Telephone & Internet Assignment
- Schedule 4 – Lease Addendum
- Schedule 5 – State Addenda to the Franchise Agreement

- D. Release
- E. Current Franchisees
- F. Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. State Effective Dates
- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

[Business Entity]

By:
Signature

By:
Signature

Printed Name

Printed Name

Address

Address

Telephone number

Telephone number

RECEIPT

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

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Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The franchisor is I Am the Sweet Spot Franchising LLC d/b/a I Am the Sweet Spot located at 5216 Providence Road, Virginia Beach, VA 23464. Its telephone number is 757-754-6168.

Issuance Date: April 2, 2026

The franchise sellers for this offering are:

X	Mery Ghattas, 5216 Providence Road, Virginia Beach, VA 23464; 757-754-6168

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated April 2, 2026 that included the following Exhibits:

- A. State Addenda to the Disclosure Document
- B. List of State Administrators and Registered Agents
- C. Franchise Agreement
 - Schedule 1 – Territory
 - Schedule 2 – Automatic Bank Draft Authorization
 - Schedule 3 – Telephone & Internet Assignment
 - Schedule 4 – Lease Addendum
 - Schedule 5 – State Addenda to the Franchise Agreement

- D. Release
- E. Current Franchisees
- F. Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. State Effective Dates
- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

By:
Signature

Printed Name

Address

Telephone number

[Business Entity]

By:
Signature

Printed Name

Address

Telephone number