FRANCHISE DISCLOSURE DOCUMENT

TWISTED SUGAR FRANCHISING LLC
407 North Main Street
Springville Utah 84663

(801) 669-4922
Franchise@twistedsugar.com

TwistedSugar.com

Twisted Sugar Franchising, LLC, a Utah limited liability company, offers franchises for the operation of a specialty dessert and beverage business under the Twisted Sugar® brand. Twisted Sugar Stores feature fresh baked goods, specialty beverages, frozen treats, and other related food and beverage products offered from time to time, delivered through a fun, welcoming, and customer-focused quick-service concept.

Our franchise system is designed to support business owners who are excited about delivering a great customer experience while building a locally owned business within a proven brand. As a Twisted Sugar franchisee, you will operate your business using our established system, standards, and support resources, while remaining responsible for the day-to-day operation of your Store.

The total investment necessary to begin operation of a Twisted Sugar franchise is **$251,030 to $495,000**. This includes **$40,000** that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation under a three- to five-franchise Area Development Agreement (including the first franchise) is **$313,030 to $605,100**. This includes **$105,000 to $150,000** that must be paid to the franchisor. The minimum number of Twisted Sugar franchises that must be developed under the Area Development Agreement is three or five, respectively.

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement, any Area Development Agreement, and other information in plain English. You should read this Disclosure Document and all accompanying agreements carefully and in their entirety. You acknowledge that you have received this Disclosure Document at least fourteen (14) calendar days before signing any binding agreement with, or making any payment to, the franchisor or any affiliate in connection with the proposed franchise sale. **No governmental agency has verified or approved the information contained in this document.**

You may wish to receive this Disclosure Document in another format that is more convenient for you. Any alternative format will contain the same information as this Disclosure Document. To discuss the availability of disclosures in different formats, contact the franchisor at 407 North Main Street, Springville, Utah 84663, (480) 577-5383.

The terms of your Franchise Agreement and any related agreements will govern your franchise relationship. You should not rely on this Disclosure Document alone to understand the terms, conditions, rights, and obligations of your franchise. Read all agreements carefully before signing. You are encouraged to review this Disclosure Document and all accompanying agreements with an advisor, such as a lawyer or an accountant, who can help you evaluate the franchise opportunity.

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 additional laws on franchising in your state. Ask your state agencies, or consult with a qualified advisor, to learn more about laws that may apply to you.

Issuance Date: March 3, 2025

How to Use This Franchise Disclosure Document

Here are some common questions you may be asking as you consider buying a franchise, along with guidance on where to find more information in this Franchise Disclosure Document.

QUESTION	**WHERE TO FIND INFORMATION**
How much can I earn?	Item 19 may provide information about outlet sales, costs, profits, or losses. You should also seek information from current and former franchisees. Their names and contact information are listed in Item 20 and Exhibit 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 H 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 Twisted Sugar business in my area?	Item 12 and the "Territory" provisions in the Franchise Agreement explain whether the Franchisor and other Franchisees can compete with you.
Does the Franchisor have a troubled legal history?	Items 3 and 4 discuss whether the Franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Twisted Sugar franchisee?	Item 20 or Exhibit F lists current and former franchisees. You are encouraged to contact them to learn more about their experiences.

What else should I know?	These questions address only some of the information you should consider. Review all 23 Items and all Exhibits in this Franchise Disclosure Document to better understand the franchise opportunity. Refer to the Table of Contents for additional guidance.

What You Need to Know About Franchising Generally

Continuing obligation to pay fees. You may be required to pay royalties and other fees even if your franchise business is not profitable.

Business model changes. The Franchise Agreement may permit the Franchisor to change its operations manuals,brand management systems, standards, or business model without your consent. Such changes may require you to make additional investments in your franchise business or could adversely affect your business.

Supplier restrictions. You may be required to purchase or lease products, equipment, or services from the Franchisor or from suppliers designated or approved by the Franchisor. These items may be more expensive than similar items you could obtain from other sources.

Operating restrictions. The Franchise Agreement may restrict your ability to operate a similar business during the term of the franchise and may impose other limitations. These restrictions may include controls over your location, access to customers, products or services you may offer, marketing practices, and hours of operation.

Competition from the Franchisor. Even if the Franchise Agreement grants you a territory, the Franchisor may retain the right to compete with you within that territory.

Renewal. Your Franchise Agreement may not provide an unconditional right to renew. Even if renewal is permitted, you may be required to enter into a new agreement with different terms and conditions in order to continue operating your franchise business.

When your franchise ends. The Franchise Agreement may restrict your ability to operate a similar business after the franchise relationship ends, even if you continue to have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law or other laws that require franchisors to register with, or file disclosure documents with, a state agency before offering or selling franchises in that state. Registration does not mean that the state recommends the franchise or has verified the information contained in this Franchise Disclosure Document. To determine whether your state has a registration requirement, or to contact your state franchise administrator, refer to the agency information in **Exhibit C**.

Your state also may have laws that require special disclosures to be made, or amendments to be included, in your Franchise Agreement or Area Development Agreement. If so, you should review the **State-Specific Addenda** applicable to your state. Refer to 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 factor(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require you to resolve disputes with the Franchisor through mediation, arbitration, and/or litigation only in **Utah]**. Out-of-state mediation, arbitration, or litigation may require you to accept a less favorable resolution of disputes and may increase the cost of resolving disputes compared to proceedings conducted in your home state.

Certain states may require additional risk factors to be highlighted. You should review the applicable **State-Specific Addenda** to determine whether your state requires disclosure of additional risks.

NOTICE REQUIRED
FOR PROSPECTIVE FRANCHISEES
BY STATE OF MICHIGAN

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, according to the Michigan Department of Attorney General, Consumer Protection Division (the "Division"), 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 by the Michigan Franchise Investment Law. 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 franchisee'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, logotype, 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 subsection does not require a renewal provision.

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

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. 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 value 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) above.

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

The fact that there is a notice of this offering on file with the Attorney General of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, Williams Building, 1st Floor, Lansing, MI

48933; (517) 373-7177.

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Table of Contents

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS & AFFILIATES

The Franchisor is Twisted Sugar Franchising, LLC, doing business as "**Twisted Sugar**". For ease of reference, Twisted Sugar Franchising, LLC is referred to as "**we**", "**us**", "**our**", and **"Franchisor"** in this Disclosure Document. We refer to the person or entity who buys the franchise as "**you**", "**your**", or **"Franchisee"** in this Disclosure Document. If you are a Limited Liability Company or Corporation, certain provisions of the Franchise Agreement also apply to your members or owners.

Twisted Sugar Franchising, LLC is a Utah limited liability company that was organized on January 21, 2025. Our principal business address is located at 407 North Main Street, Springville Utah 84663, and our telephone number is (801) 669-4922. Our agent for service of process is disclosed in Exhibit C to this Disclosure Document. We do not do business under any names other than " Twisted Sugar Franchising, LLC" and our d/b/a "Twisted Sugar."

Parents, Predecessors and Affiliates

Our parent is DITB, L.L.C. ("DITB"), a Utah limited liability company whose principal business address is 407 N. Main Street, Springville, Utah 84663. DITB owns all of the Company-owned locations of Twisted Sugar Stores. DITB has never offered franchises in any line of business.

The first Twisted Sugar location was opened in August 2015 in Twin Falls, Idaho. Our predecessor, MWJ Holdings, LLC, an Arizona limited liability company, whose principal business address was 377 E. Gentile Street, Layton Utah 84041, began offering franchises in November 2020. MWJ Holdings' predecessor, TS Franchise, LLC with a principal business address at 1089 W. 1700 S., Suite F, Syracuse, Utah 84075 offered franchises from November 2018 to September 2020. Neither predecessor offers franchises any longer and both have never (i) offered franchises in any other line of business; or (ii) operated a business similar to the Twisted Sugar franchise business offered under this Disclosure Document. On January 12, 2023, MWJ Holdings, LLC filed Articles of Amendment with the Arizona Corporation Commission to, among other things, change its name to TWISTEDSUKA LLC. TWISTEDSUKA LLC, whose principal business address is 4365 East Pecos Road, Suite 136, Gilbert, Arizona 85295 has never offered or sold franchises in this or any other line of business.

On May 1, 2024, DITB's parent, Landmark Brothers Development, LLC, a Utah limited liability company, entered into a Membership Interest Purchase Agreement purchasing all of the outstanding membership interests in TWISTEDSUKA, LLC. Landmark's membership interests in TWISTEDSUKA, LLC was then transferred to us.

The Business

If we award you a franchise, you will establish and operate a Twisted Sugar® Store offering fresh baked cookies, specialty beverages, frozen treats, and other approved food and beverage products under the Twisted Sugar brand. This Franchise Disclosure Document refers to the franchised business you will operate as your **"Business"** or **"Store."**

In addition to food and beverage products, you may have the option, but not the obligation, to offer and sell branded retail merchandise and other approved items from time to time (collectively, **"Merchandise"**). Merchandise currently offered within the Twisted Sugar system may include items such as branded T-shirts, hats, stickers, cups, gift items, and other promotional or retail products that we approve. We may modify, expand, or discontinue the types of Merchandise offered from time to time. While you are not currently required to sell Merchandise, we reserve the right, in the future, to require all Twisted Sugar Stores to offer and sell certain Merchandise or other retail items that we specify.

We will grant you a license to use certain logos, service marks, and trademarks, including the trademark **"Twisted Sugar"** (collectively, the **"Marks"**), in the operation of your Business. The Marks also include our distinctive trade dress used to identify a Twisted Sugar Store, whether now in existence or developed in the future. To operate a Twisted Sugar Store, you must enter into a franchise agreement with us (the **"Franchise Agreement"**) and operate your Business in accordance with its terms. A copy of the current form of Franchise Agreement is attached to this Disclosure Document as **Exhibit A**.

We have developed a distinct business system for the operation of Twisted Sugar Stores (the **"System"**). The System includes, among other things, the Marks, proprietary recipes and frostings, trade secrets, operating procedures, standards, policies, and methods of operation. The operational aspects of a Twisted Sugar franchise are described in our confidential Operation Manual (the **"Manual"**). You will operate your Twisted Sugar franchise as an independent business using the Marks, the System, the Twisted Sugar name, and the support, guidance, and materials that we make available to you from time to time.

<u>Area Development Agreement</u>

If you satisfy our criteria for multi-unit developers, we may, but are not obligated to, offer you the opportunity to enter into an Area Development Agreement (an **"ADA"**). An ADA grants you the right and obligation to establish and operate multiple Twisted Sugar® Stores within a defined development territory in accordance with a predetermined development schedule.

We grant area development rights only to franchisees who commit to open and operate a minimum of three (3) Twisted Sugar Stores. Under an ADA, you must open and operate each Twisted Sugar Store identified in the applicable development schedule. A copy of our current form of Area Development Agreement is attached to this Disclosure Document as **Exhibit D**.

For each Twisted Sugar Store you establish under an ADA, you must enter into a separate franchise agreement with us. Each such franchise agreement will be our then-current form of franchise agreement, which may differ from the form of Franchise Agreement attached to this Disclosure Document.

<u>Market and Competition</u>

The target market for Twisted Sugar® customers includes the general public seeking convenient, indulgent dessert and beverage offerings. While fresh baked cookies are the primary focus of the Twisted Sugar concept, Twisted Sugar Stores may also offer specialty beverages, frozen treats, and other dessert products as part of the overall customer experience. Twisted Sugar Stores operate within the broader quick-service dessert and beverage segment, which is well developed and competitive. Customer demand and sales patterns may vary based on factors such as location, local market conditions, consumer preferences, and competition.

Twisted Sugar franchisees compete with a wide range of businesses, including cookie-focused concepts, bakeries, dessert shops, beverage retailers, cafés, and other quick-service food businesses offering similar or substitute products. These competitors range from large national and regional chains to small independent operators, some of which operate under franchise systems. Twisted Sugar franchisees may also compete with other Twisted Sugar Stores, including Company-owned and franchised locations.

Laws and Regulations

You must comply with all federal, state, and local health, sanitation, and licensing laws applicable to businesses that prepare and sell food and beverages. These laws are intended, in part, to reduce foodborne illnesses and may address matters such as employee health and food handler certification requirements, food service permits, sanitation standards, inspections for cleanliness and compliance, equipment cleaning and maintenance, food storage and packaging, refrigeration, facility size and layout, and permitted food products. State and local agencies regularly inspect restaurants and other food service establishments to verify compliance with these requirements.

The United States Department of Agriculture ("USDA") and the Food and Drug Administration ("FDA") regulate the manufacture, labeling, and distribution of food products. Local ordinances and regulations may also govern food storage, preparation, and service. In addition, the FDA regulates menu labeling for restaurant chains operating twenty (20) or more locations under the same name, regardless of ownership. Menu labeling laws may require you to post caloric information on menus and menu boards and to make additional written nutritional information available to customers upon request. State or local laws may impose additional nutrition-related disclosure requirements.

In addition to industry-specific laws, you must comply with all federal, state, and local laws applicable to businesses generally, including laws governing employment practices, discrimination and harassment, minimum wage and overtime, smoking in public places, workplace safety, and similar matters. These laws include, among others, standards enforced by the Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), and applicable state labor agencies. The Americans with Disabilities Act of 1990 and similar state and local laws require reasonable accessibility for individuals with disabilities and may affect site selection, building construction, parking, entrances, seating, restrooms, counters, and other aspects of your Store. Building codes and zoning requirements vary by jurisdiction, and it is important that you and your contractors comply with all applicable requirements.

You must also comply with laws and standards governing the collection, use, storage, and protection of customer and employee information. These may include federal and state privacy, data security, and consumer protection laws, as well as the Payment Card Industry Data Security Standards (“PCI DSS”) applicable to businesses that process, store, or transmit credit card information. If you collect customer information through loyalty programs, online ordering platforms, mobile applications, email lists, or text messaging or SMS marketing programs, you may be subject to additional laws and regulations governing electronic communications, marketing practices, and consumer consent, including federal and state laws regulating commercial email and text messages. These requirements may impose obligations relating to disclosures, opt-in or opt-out rights, recordkeeping, and data security.

Some jurisdictions have enacted laws requiring higher minimum wages or additional employee benefits beyond those required under federal law, and such laws may disproportionately affect franchise businesses. There may also be other federal, state, or local laws or regulations applicable to your Business that are not described above. You should independently investigate and understand all laws and regulations applicable to the ownership and operation of a Twisted Sugar® Store before purchasing a franchise.

ITEM 2
BUSINESS EXPERIENCE

Elise Lott – Chief Executive Officer
Mrs. Lott has served as our Chief Executive Officer since May 2024, following our acquisition of Twisted Sugar, where she leads the company’s strategic vision, franchise growth, and operational excellence initiatives. Previously, she was Chief Executive Officer of Sip-N Drinks and Treats, overseeing multi-unit expansion and strengthening franchise systems. She has also consulted on growth and scalability strategies for national brands, including Cupbop, and earlier served as Chief Operating Officer of Sodalicious, driving operational standardization and performance improvements. With over a decade of experience in the food and beverage industry, Ms. Lott brings extensive expertise in franchise development, brand scaling, and team leadership.

Wacey Jorgenson – Chief Operations Officer
Mr. Jorgenson has served as our Chief Operations Officer since May 2024, following our acquisition of Twisted Sugar, where he oversees systemwide operations, supply chain management, franchise support, and process optimization to ensure consistent execution across all locations. Prior to this role, he was Chief Operations Officer of Sip-N Drinks and Treats, leading multi-unit operational performance, infrastructure development, and scalable systems to support rapid growth. Before entering the beverage and treat industry, Mr. Jorgenson built a diverse professional background in real estate, finance, technology, and sales, where he developed strong expertise in strategic planning, data-driven decision-making, revenue growth, and organizational efficiency.

Nikolas Simpson – Vice President of Corporate Real Estate
Mr. Simpson has served as our Vice President of Corporate Real Estate since May 2024. Prior to that, he was the owner and President of Sip-N Drinks, where he led the company through a significant period of growth and expansion. Before that, Mr. Simpson was the President and owner of Landmark Trucking. He is also a partner in Landmark Real Estate and brings extensive experience in real estate strategy and business development.

Ethan Lott – Vice President of Franchise Sales
Mr. Lott has served as our Vice President of Franchise Sales since November 2025, where he leads franchise development strategy, oversees the sales pipeline, and works closely with prospective franchisees to guide them through the discovery and onboarding process. A graduate of the Brigham Young University Marriott School of Business, he spent five years in insurance sales prior to joining Twisted Sugar, developing strong skills in relationship building, consultative selling, and performance-driven results. He is passionate about helping entrepreneurs achieve their goals while strategically expanding the Twisted Sugar brand in communities across the country.

Brandon Schank – Chief Financial Officer
Mr. Schank has served as our Chief Financial Officer since November 2025 and was involved with the company prior to that through our private equity partners following the acquisition of Twisted Sugar. Previously, he served as Chief Financial Officer of Greenlight Capital Partners, a privately held investment group that actively managed more than 40 restaurant locations. Mr. Schank has experience in real estate, finance, technology, and sales within the real estate industry. He also multi-location franchisees of a creamery brand from 2009 to 2013, providing firsthand franchise operating experience.

Debi Pope - Chief of Product Development
Mrs. Pope joined Twisted Sugar in 2025 as Chief of Bakery Product Development. She leads product innovation, recipe scaling, operational consistency, and bakery training initiatives across the brand. Prior to this role, she transitioned into commercial bakery operations as a Bakery Manager, gaining high-volume production and team leadership experience. From 2010 to 2024, she owned and operated a successful dessert business in Utah, specializing in custom celebration and wedding desserts while refining her expertise in recipe development and execution.

ITEM 3
LITIGATION

There is no litigation required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

There is no bankruptcy required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The Initial Franchise Fee is payable in full when you sign the Franchise Agreement. As part of our commitment to maintaining rigorous operational and brand standards across all Twisted Sugar® Stores, you and any required initial attendees must successfully complete all phases of our initial and intensive training program to our satisfaction. If you or any required training attendee fails to complete the training program as required, we may terminate the Franchise Agreement effective upon delivery of written notice to you.

If we terminate the Franchise Agreement pursuant to this provision, we will refund to you the Initial Franchise Fee **less our reasonable, documented expenses** incurred in connection with the establishment and development of your Store. These expenses may include, without limitation, costs associated with: (i) the preparation of the Franchise Agreement and related agreements; (ii) the grant of the franchise; (iii) review, approval, or evaluation of the Premises; (iv) site selection assistance; (v) training services and training materials; and (vi) other services or support provided by us in connection with the establishment and development of your Store. **In no event will any refund exceed fifty percent (50%) of the Initial Franchise Fee.** See Section 14.C of the Franchise Agreement for additional details regarding termination and refund rights.

Any refund will be made in accordance with applicable law and, to the extent permitted by law, upon completion of the steps necessary to effectuate termination of the franchise relationship.

If you obtain a franchise by purchasing the business of an existing franchisee, you will not be required to pay the Initial Franchise Fee. However, you or the selling franchisee must pay our then-current **transfer fee**, which is described in **Item 6**. An additional training fee will be required if the Transferee has not been trained by us. The required initial training program is included in the transfer fee.

Area Development Agreement

If you enter into an Area Development Agreement for the development of **three (3)** Twisted Sugar® franchises, you will pay a discounted initial franchise fee of **$35,000 per franchise**, for a total of **$105,000** (the **"Three-Location Development Fee"**).

If you enter into an Area Development Agreement for the development of **five (5)** Twisted Sugar® franchises, you will pay a discounted initial franchise fee of **$30,000 per franchise**, for a total of **$150,000** (the **"Five-Location Development Fee"**).

The applicable development fee is due and payable upon execution of the Area Development Agreement and your first Franchise Agreement.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Revenue	Pulled weekly (each Monday)	You must submit weekly, monthly, quarterly, and annual Gross Revenue reports.
Brand and System Development Fund Contribution	2% of Gross Revenue	Pulled weekly	See Note 3.
Marketing Expenses	Current requirement 0% of Gross Revenue. Possible Requirement of up to 2% of Gross Revenue	As incurred, if required	See Note 3
Training Fee	Up to $300 per person per day, plus reimbursement of expenses for onsite	10 days after invoice	See Note 4.

	training		
Technology Fee	$300–$500 per month	10 days after invoice or as otherwise specified	See Note 5.
Mystery Shopper / Quality Assurance Program Fee	Varies (estimated at approximately $50 per inspection)	10 days after invoice	See Note 6.
Audit Fee	Actual cost of audit	10 days after invoice	Payable only if audit reveals an understatement of 3% or more or failure to timely provide required information.
Fines	Up to $500 per incident	Upon demand	Payable if you fail to cure noncompliance with mandatory standards within the required time. Funds deposited into the Brand and System Development Fund.
Renewal Fee	$5,000 per Store, per renewal	Upon execution of renewal or successor Franchise Agreement	See Item 5.
Transfer Fee	$7,500 per Store. Training fee required if Transferee not previously trained.	Upon execution of transfer	No fee for transfers to entities you control or certain transfers among existing owners.

Site Relocation Fee	$5,000	Upon relocation	Payable if you relocate your Store.
Late Fee	Lesser of 18% per annum or maximum rate allowed by law	10 days after invoice	None.
Management Fee	Commercially reasonable rate	10 days after invoice	Payable if we designate a temporary manager due to your default.
Late Report Fee	$25 per report per day	As accrued	None.
Indemnification	Varies	10 days after invoice	You must reimburse us for damages, losses, and expenses arising from your Store's operation or your breach.
Attorneys' Fees and Costs	Varies	Upon demand	You must reimburse us for fees and costs we incur due to your breach.
New Product or Supplier Testing	Varies dependant on cost of product and/or testing	10 days after invoice	Applies to testing of new products or suppliers you propose.
Insurance	Actual cost of premiums and expenses	10 days after invoice	Payable if we obtain insurance on your behalf due to your failure to do so.

Note 1.
Unless otherwise stated, all fees listed in this Item are non-refundable and are uniformly imposed on franchisees. You will be required to sign an ACH Authorization Form (attached to the Franchise Agreement as **Attachment F**), authorizing us to electronically debit your designated bank account for payment of all fees payable to us or our Affiliates (other than the Initial Franchise Fee), as well as any other amounts you owe to us or our Affiliates. You must deposit all Gross Revenue into your designated bank account and ensure that sufficient funds are available for withdrawal on each applicable due date. You are responsible for paying all taxes imposed on us or that we are required to collect or remit in connection with providing products, services, or intangible property (including trademarks) to you.

Note 2.
"Gross Revenue" means all revenues received or receivable by you, whether in cash, credit, or other form of payment, from the sale of Twisted Sugar® products and any other items, goods, or services offered in connection with the operation of your Store, including sales made in, at, through, or from the Store, whether in person, online, through third-party delivery services, or by any other means.

Gross Revenue does not include: (i) sales or similar taxes collected from customers and remitted to the appropriate taxing authority; (ii) gratuities paid directly by customers to your employees; or (iii) bona fide refunds for returned products actually provided to customers in good faith.

For the avoidance of doubt, Gross Revenue shall not be reduced by any rebates, discounts, allowances, coupons, promotions, loyalty rewards, or other price reductions funded or provided by you, including any store-funded rebates or promotions.

The retail value of complimentary products or bartered products or services is included in Gross Revenue but is limited to a maximum of two percent (2%) of Gross Revenue in the aggregate during any reporting period, and complimentary products may not be used to circumvent or reduce the calculation of Gross Revenue.

Note 3.
We have established and maintain a Brand and System Development Fund to promote public awareness of the Twisted Sugar® brand and to support and enhance the System. You will have no voting rights with respect to the administration of the fund, the selection or placement of marketing materials, or the amount of the required contribution. In addition to your contributions to the Brand and System Development Fund, we may require you to spend up to **two percent (2%) of your Gross Revenue** on local advertising. We will provide you with recommended marketing guidelines and strategies; however, you are responsible for implementing local marketing efforts and for all associated costs.

Note 4.
Before opening your Store, we will provide an initial training program for your Managing Owner and initial managers. We do not charge a fee for this initial training; however, you must reimburse us for all reasonable expenses incurred by our trainers in providing onsite training at your Store, including travel,

meals, and lodging. After successfully completing initial training, your Managing Owner may be authorized to train additional managers and employees. We do not charge a training fee for system-wide refresher training conducted remotely or at our headquarters or designated training facilities. We may charge a training fee of up to **$300 per person per day** for additional or remedial training, retraining, or training requested by you after your Store opens. You are responsible for all wages, travel, and living expenses incurred by your trainees.

Note 5.

You must acquire and use the information and communication technology systems that we specify from time to time (the **"Technology Systems"**). The Technology Systems may include point-of-sale systems, computer hardware, software (including cloud-based applications), telecommunications systems, security systems, and related equipment and services. Certain components of the Technology Systems may be obtained from third-party suppliers, and we or our Affiliates may develop proprietary technology that becomes part of the System. The **Technology Fee** includes amounts payable to us or our Affiliates for proprietary technology and amounts we collect from you and remit to third-party providers pursuant to master agreements. The Technology Fee may change based on modifications to the Technology Systems or changes in third-party pricing. The Technology Fee does not include amounts you pay directly to third-party suppliers.

Note 6.

We may engage third-party mystery shoppers or quality assurance firms to evaluate compliance with our operational and brand standards, including customer service, food safety, sanitation, and inventory practices. These evaluations may apply to all Twisted Sugar® Stores, including those owned by us or our Affiliates. You may be invoiced directly by the service provider, or we may be invoiced and allocate your proportionate share of the cost based on the number of Stores you own relative to the total number of open Twisted Sugar Stores at the time of the evaluation. We will pay our proportionate share of costs for Stores we or our Affiliates own. We do not mark up or retain any portion of these fees.

ITEM 7
ESTIMATED INITIAL INVESTMENT

This Item sets forth our estimates of the initial investment required to establish and open a Twisted Sugar® Store. The estimates below are based on our experience and that of our Affiliates and are provided for disclosure purposes only. Your actual costs may vary depending on a number of factors, including the location of your Store, local market conditions, and your management decisions.

Estimated Initial Investment to Open One (1) Twisted Sugar® Store

Type of Expenditure	Low	High	Method of Payment	When Due	To Whom Paid

Initial Franchise Fee	$40,000	$40,000	Lump sum	At signing of Franchise Agreement	Franchisor
Training Expenses (franchisee trainees)	$1,000	$3,000	As incurred	During training	Third parties
Training Expense Reimbursement (onsite trainers)	$1,000	$3,000	As incurred	10 days after invoice	Franchisor
Lease Deposit & Initial Rent (3 months)	$7,000	$28,000	Lump sum / monthly	Before opening	Landlord
Build-Out & Leasehold Improvements	$75,000	$200,000	As incurred	Before opening	Contractors
Furniture, Fixtures & Décor	$15,000	$55,000	As incurred	Before opening	Suppliers
Baking & Kitchen Equipment	$55,000	$75,000	As incurred	Before opening	Suppliers
Technology Systems	$2,880	$6,850	As incurred	Before opening	Suppliers
Smallwares Package	$1,500	$2,500	As incurred	Before opening	Suppliers
Uniforms	$1,400	$1,400	As incurred	Before opening	Suppliers

Initial Inventory	$10,000	$15,000	As incurred	Before opening	Suppliers
Exterior Signage	$5,000	$15,000	As incurred	Before opening	Suppliers
Office Supplies	$100	$500	As incurred	Before opening	Suppliers
Cleaning Supplies	$100	$300	As incurred	Before opening	Suppliers
Grand Opening Marketing	$7,500	$7,500	As incurred	Before & after opening	Suppliers
Utility Deposits	$1,200	$2,800	As incurred	Before opening	Utility providers
Business Licenses	$200	$800	Lump sum	Before opening	Government agencies
Professional Fees	$2,000	$8,000	Lump sum	Before opening	Professionals
Insurance (3 months)	$150	$450	Lump sum	Before opening	Insurance providers
Additional Funds (first 3 months)	$25,000	$30,000	As incurred	After opening	Vendors & employees
TOTAL	**$251,030**	**$495,100**			

Estimated Initial Investment Under an Area Development Agreement

If you enter into an **Area Development Agreement ("ADA")**, your initial investment will differ from the amounts shown above. The following table summarizes the estimated initial investment for an area developer who commits to opening multiple Twisted Sugar® Stores. These estimates assume that you will commit to opening **three (3) Stores (low estimate)** or **five (5) Stores (high estimate)**.

The estimates below include the applicable development fee and the costs to develop and open the first Store. The costs to develop and open each additional Store required under the ADA will be similar to those shown in the single-Store table above and will be incurred separately for each additional Store.

Type of Expenditure	Low	High	Method of Payment	When Due	To Whom Paid
Development & Franchise Fee	$105,000	$150,000	Lump sum	At signing of ADA and first Franchise Agreement	Franchisor
Training Expenses (franchisee trainees)	$1,000	$3,000	As incurred	During training	Third parties
Training Expense Reimbursement (onsite trainers)	$1,000	$3,000	As incurred	10 days after invoice	Franchisor
Lease Deposit & Initial Rent (3 months)	$7,000	$28,000	Lump sum / monthly	Before opening	Landlord
Build-Out & Leasehold Improvements	$75,000	$200,000	As incurred	Before opening	Contractors
Furniture, Fixtures & Décor	$15,000	$55,000	As incurred	Before opening	Suppliers

Baking & Kitchen Equipment	$55,000	$75,000	As incurred	Before opening	Suppliers
Technology Systems	$2,880	$6,850	As incurred	Before opening	Suppliers
Smallwares Package	$1,500	$2,500	As incurred	Before opening	Suppliers
Uniforms	$1,400	$1,400	As incurred	Before opening	Suppliers
Initial Inventory	$10,000	$15,000	As incurred	Before opening	Suppliers
Exterior Signage	$5,000	$15,000	As incurred	Before opening	Suppliers
Office Supplies	$100	$500	As incurred	Before opening	Suppliers
Cleaning Supplies	$100	$300	As incurred	Before opening	Suppliers
Grand Opening Marketing	$7,500	$7,500	As incurred	Before & after opening	Suppliers
Utility Deposits	$1,200	$2,800	As incurred	Before opening	Utility providers
Business Licenses	$200	$800	Lump sum	Before opening	Government agencies
Professional Fees	$2,000	$8,000	Lump sum	Before opening	Professionals

Insurance (3 months)	$150	$450	Lump sum	Before opening	Insurance providers
Additional Funds (first 3 months)	$25,000	$30,000	As incurred	After opening	Vendors & employees
TOTAL	**$314,030**	**$605,100**			

Notes

Note 1:
We do not offer direct or indirect financing for any of the costs described in this Item. See **Item 5** for a description of the calculation of the Initial Franchise Fee and the development fee payable under an Area Development Agreement.

Note 2:
The estimates above assume that you will lease your Store premises. Rental costs vary widely depending on location, landlord requirements, and market conditions. We anticipate that most Twisted Sugar® Stores will range from approximately **1,200 to 1,500 square feet**. Estimated monthly rent may range from **$1,750 to $7,000**, but your actual rent may be higher or lower. The estimates above include one month's security deposit and three months' rent.

Note 3:
The costs to develop and open each additional Store required under an Area Development Agreement are **not included** in the totals above and will be incurred separately for each additional Store.

Note 4:
Build-out, leasehold improvements, and signage costs vary significantly based on the condition of the premises, zoning restrictions, landlord contributions, and local requirements.

Note 5:
Additional funds represent estimated working capital for the first **three (3) months** of operation, including payroll (excluding your compensation), inventory replenishment, post-opening marketing, technology fees, and miscellaneous operating expenses.

Note 6:
You may incur additional expenses depending on a variety of factors, including how closely you follow our standards, your management skills and experience, local market conditions, labor costs, and competition. We strongly recommend that you obtain independent estimates before purchasing this franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Overview of Source-Restricted Purchases

To protect the quality, consistency, and reputation of the Twisted Sugar® brand, we require that you purchase or lease certain goods and services used in the development and operation of your Store only from suppliers that meet our standards and specifications ("source-restricted items"). Source-restricted items must either (i) meet our specifications, or (ii) be purchased from suppliers that we approve or designate, which in some cases may be exclusive suppliers, including us or our Affiliates.

Our standards, specifications, and lists of approved or designated suppliers are set forth in the Operation Manual (the **"Manual"**). We may modify our standards or supplier lists from time to time and will notify you of material changes through updates to the Manual or other communications.

Supplier Approval Criteria and Process

When evaluating suppliers, we consider factors such as product quality, performance, design, appearance, delivery capabilities, pricing, reliability, reputation, and financial viability. Some evaluation criteria are objective, while others—such as taste, appearance, or functionality—are inherently subjective.

If you wish to purchase a source-restricted item from a supplier that is not currently approved, you must submit a written request for approval and provide any information, samples, or access we reasonably request. We will notify you of our decision within thirty (30) days after receiving all required materials. We may inspect supplier facilities and may revoke approval if a supplier fails to meet our then-current standards. You must reimburse us for reasonable costs we incur in evaluating proposed suppliers. We are not required to consider alternative suppliers for items that must be purchased exclusively from a designated supplier.

Categories of Source-Restricted Items

We currently require that you purchase or lease most of the goods and services necessary to develop and operate your Store as source-restricted items. We estimate that approximately **95%** of the total purchases and leases required to establish and operate your Business will consist of source-restricted goods or services. These categories include, without limitation:

- **Lease Requirements.**
  If you lease your Store premises, we may require your landlord to sign a lease addendum attached to the Franchise Agreement. The addendum is designed to protect our interests, including notice of default, cure rights, assignment rights, and removal of branded elements.

- **Design and Construction Services.**
  Your Store must be designed and constructed in accordance with our standards. While you may select your own licensed architect and contractor, all plans and construction must comply with our specifications and applicable law.

- **Fixtures, Furnishings, and Décor.**
  All fixtures, furnishings, and décor must meet our standards and must be purchased from approved suppliers.

- **Technology Systems.**
  Your Technology Systems must meet our specifications. Certain components (including point-of-sale hardware or software) may be purchased exclusively from us or our Affiliates, while others may be obtained from approved third-party suppliers.

- **Operating Equipment and Smallwares.**
  Equipment and smallwares must meet our standards and must be purchased from approved or designated suppliers, which may include our Affiliates.

- **Uniforms.**
  Employees must wear uniforms we specify, which must be purchased from us, our Affiliates, or approved suppliers.

- **Inventory and Operating Supplies.**
  Inventory items (including food, beverages, and approved retail merchandise) must meet our standards and be purchased from approved or designated suppliers. Certain operating supplies may be purchased from any supplier that meets our specifications.

- **Signage.**
  Exterior signage must meet our standards. You may purchase signage from suppliers of your choosing that meet our specifications, subject to zoning and landlord restrictions.

- **Marketing Materials and Services.**
  All marketing materials must comply with our standards and be approved by us. We may require that certain marketing materials or services be purchased from us or designated suppliers.

- **Insurance.**
  You must obtain required insurance coverage from carriers meeting our criteria, as described in the Franchise Agreement and Manual.

Purchase Agreements, Pricing, and Purchasing Programs

We may negotiate purchase agreements with suppliers to obtain favorable pricing. In some cases, we or our Affiliates may purchase products in bulk and resell them to you at cost plus shipping and a reasonable markup, which will not exceed **15%** of our cost. We may establish purchasing cooperatives in the future, but none currently exist.

Franchisor and Affiliate Revenue from Source-Restricted Purchases

We reserve the right to designate ourselves or our Affiliates as approved or designated suppliers. We and our Affiliates may receive rebates, payments, or other consideration from suppliers based on franchisee purchases and are not required to pass those benefits on to franchisees.

In **2024**, we derived **$12,082.70** in revenue from providing products and services to franchisees, representing approximately **3.23%** of our total revenue of **$373,087.27**, as reflected in our financial statements. No Affiliate received revenue, rebates, or other material consideration from required purchases during that period.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table summarizes your principal obligations under the Franchise Agreement, any Area Development Agreement, and related agreements. It is intended to help you locate more detailed information regarding your obligations in those agreements and elsewhere in this Franchise Disclosure Document.

Obligation	Franchise Agreement Section	Area Development Agreement Section	Disclosure Document Item
(a) Site selection and acquisition/lease	Section 4	Section 3	Items 7, 11, and 12
(b) Pre-opening purchases and leases	Sections 4	Not Applicable	Items 7 and 8
(c) Site development and other pre-opening requirements	Section 4	Section 3	Items 6, 7, and 11
(d) Initial and ongoing training	Sections 5 and 8	Not Applicable	Item 11
(e) Opening requirements	Section 4	Section 3	Item 11
(f) Fees and payments	Sections 3, 4, 5, 6, 13, 14, 15, and 17	Sections 2, 3, and 4	Items 5, 6, and 7

(g) Compliance with standards and policies (Manual)	Sections 5, 6, 8, 10, 11, 14, and 17	Section 3	Items 8, 11, and 16
(h) Trademarks and proprietary information	Section 6	Section 2	Items 13 and 14
(i) Restrictions on products and services offered	Sections 2, 6, and 8	Not Applicable	Items 8 and 16
(j) Customer service and operational standards	Sections 4, 5, and 8	Not Applicable	Item 11
(k) Territory development	Not Applicable	Section 2	Item 12
(l) Ongoing product and service purchases	Sections 4, 6, 8, and 10	Not Applicable	Item 8
(m) Maintenance, appearance, and remodeling	Sections 4, 8, and 10	Not Applicable	Item 11
(n) Insurance	Section 8	Not Applicable	Items 6, 7, and 8
(o) Advertising and marketing	Section 10	Not Applicable	Items 6, 7, and 11
(p) Indemnification	Section 15	Not Applicable	Item 6

(q) Owner participation, management, and staffing	Sections 7 and 8	Not Applicable	Items 11 and 15
(r) Records and reports	Section 11	Not Applicable	Items 8 and 11
(s) Inspections and audits	Section 12	Not Applicable	Items 6 and 11
(t) Transfer	Section 13	Sections 6 and 7	Items 6 and 17
(u) Renewal	Section 2	Section 2	Item 17
(v) Post-termination obligations	Section 14	Section 9	Item 17
(w) Non-competition covenants	Section 9	Section 3	Item 17
(x) Dispute resolution	Section 18	Section 10	Item 17
(y) Other agreements affecting ownership and brand protection	Not Applicable	Not Applicable	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing to franchisees and do not arrange or assist in obtaining financing for the purchase or operation of a Twisted Sugar® franchise. We do not guarantee any notes, leases, or other financial obligations of franchisees.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING

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

Assistance Before You Open Your Store

Before you open your Store, we or our Affiliates will:

1. Grant you a license to use the Marks necessary to operate your Store. (Franchise Agreement Section 6)

2. Review and approve the location, design, and build-out of your Store. (Franchise Agreement Section 4)

3. Provide you with access to our confidential Operation Manual (the **"Manual"**), which contains standards and procedures to assist you in establishing and operating your Business. (Franchise Agreement Section 5.E)

4. Provide written specifications for goods and services required to establish your Store and a list of approved and designated suppliers. (Franchise Agreement Section 8.C)

5. Provide recommended marketing guidelines and a suggested marketing plan for your Store. (Franchise Agreement Section 10)

6. Provide an initial training program, as described below. (Franchise Agreement Section 5)

Ongoing Assistance During Operation

During the operation of your Store, we or our Affiliates will:

1. Provide ongoing guidance and recommendations relating to marketing, operations, and compliance with brand standards. (Franchise Agreement Section 10)

2. Provide periodic training programs, including refresher training. (Franchise Agreement Section 5)

3. Maintain a corporate website to promote the Twisted Sugar® brand, including a Store-specific landing page containing information we designate. We may modify or discontinue this website at any time in our discretion. (Franchise Agreement Section 10)

4. Administer the Brand and System Development Fund, as described below. (Franchise Agreement Section 10.B)

5. Make available, directly or through approved or designated suppliers, certain inventory items required for the operation of your Store. (Franchise Agreement Section 8)

Discretionary Assistance

During the operation of your Store, we or our Affiliates may, but are not required to:

1. Develop new merchandise, menu items, or retail products for use or sale in Twisted Sugar® Stores. (Franchise Agreement Section 10)

2. Negotiate purchase agreements with suppliers to obtain favorable pricing. We or our Affiliates may also purchase items in bulk and resell them to you at cost plus shipping and a reasonable markup not to exceed fifteen percent (15%). (Franchise Agreement Section 8)

3. Conduct national or regional meetings or conferences addressing operational, marketing, or system-wide issues. Attendance may be mandatory. (Franchise Agreement Sections 5 and 8)

4. Establish a franchise advisory council, as described below. (Franchise Agreement Section 5)

5. Provide additional training or assistance at your request, subject to availability. (Franchise Agreement Section 5)

We do not provide separate or additional assistance solely by virtue of an Area Development Agreement, beyond the assistance provided under each individual Franchise Agreement.

Franchisor's Right to Assume Temporary Management

We reserve the right, in certain default situations described in the Franchise Agreement, to assume temporary management of your Store. These situations may include, without limitation, abandonment of the Store, failure to maintain a qualified General Manager, failure to operate the Store in compliance with System Standards, or other material defaults.

If we exercise this right, we may appoint a temporary manager to oversee operations of your Store. The temporary manager may be an employee of ours or an independent contractor designated by us. During the period of temporary management:

• All revenues generated by your Store will continue to constitute Gross Revenue and will remain subject to Royalty Fees, Brand Fund contributions, and other fees required under the Franchise Agreement.

• You must reimburse us for the salary, compensation, travel, lodging, and other reasonable expenses incurred in connection with the temporary manager.

• In addition, we may charge a management fee of up to ten percent (10%) of Gross Revenue during the period of temporary management.

Our assumption of temporary management does not constitute a waiver of our right to terminate the Franchise Agreement or pursue other remedies available under the Franchise Agreement or applicable law.

Computer Systems and Technology

You must purchase and use the Technology Systems that we designate from time to time. These systems may include point-of-sale systems, computer hardware, software (including cloud-based applications), telecommunications systems, security systems, mobile applications, loyalty programs, and related equipment and services.

Your POS system will collect Store-level operational and transaction data, including sales and inventory information. We may access Store-level sales and operational data through the Technology Systems for purposes of reporting, system administration, brand standards enforcement, and support.

Customers may use mobile applications or other digital tools to place orders or participate in loyalty programs. Depending on the tools used, customer information may include contact details, order history, and preferences. You must comply with our policies governing customer data and with applicable privacy, data protection, and marketing communication laws, including laws regulating email and text message marketing.

You must maintain all Technology Systems in good working order at your expense. We may require you to upgrade or replace hardware or software to meet then-current specifications. There are no contractual limitations on the frequency or cost of such updates.

We may develop proprietary technology or enter into agreements with third-party providers. If so, you may be required to pay commercially reasonable licensing, support, or maintenance fees, as disclosed in Item 6.

You must comply with all applicable data protection, privacy, cybersecurity, and electronic communications laws in connection with the operation of your Store, including laws governing the collection, storage, transmission, and use of customer information. You must comply with all applicable payment card industry data security standards (including PCI-DSS requirements) and any data security standards we establish from time to time. You may not initiate or conduct any social media campaign, email marketing program, text messaging program, or other electronic communication using the Marks except in compliance with our Social Media Policy, the Brand Management Manual, Operations Manual, and applicable law.

Advertising and Marketing

Brand and System Development Fund

We have established a Brand and System Development Fund (the **"Fund"**) to promote public awareness of the brand and support the System. You must contribute **2% of Gross Revenue** to the Fund. Company-owned Stores contribute on the same basis.

We have sole discretion over the administration and use of the Fund. The Fund may be used for advertising, promotions, brand development, digital marketing, research, quality control programs, technology development, and other System-related initiatives. The Fund is not a trust, and we have no fiduciary obligation in its administration.

An unaudited annual accounting of the Fund will be made available within the first quarter following the end of each fiscal year.

Local Marketing

You must spend at least **$7,500** on approved grand opening marketing activities. We generally recommend that a portion of this amount (for example, approximately **$2,000**) be spent on approved local marketing prior to opening. We may require that you use a designated marketing provider for grand opening campaigns.

We do not currently require a minimum ongoing local advertising expenditure, but upon at least 30 days' prior notice, we may require that you spend up to **2% of Gross Revenue** on local marketing activities.

All advertising and marketing materials you use must comply with our brand standards and policies and must be approved by us before use, unless otherwise permitted under our policies. We may approve, reject, or require modification of any advertising or marketing materials you submit.

You may develop and implement your own local marketing initiatives, including social media campaigns, provided that such campaigns comply at all times with the Twisted Sugar® Social Media Policy and any other applicable brand standards or guidelines. We reserve the right to require that any social media post, advertisement, or marketing campaign be modified, suspended, or removed if we determine, in our reasonable discretion, that it is offensive, violates our policies, adversely affects the Twisted Sugar® brand or image, or is otherwise inconsistent with our standards.

You may not maintain a separate website, conduct independent e-commerce, or advertise your Business on the Internet outside of approved social media channels unless we authorize you to do so in writing. If authorized, you must comply with all website, e-commerce, and Internet-related requirements we establish, and we may require you to sign an amendment to the Franchise Agreement governing such activities.

Advisory Council

We may establish a franchise advisory council to provide feedback on marketing, operations, and system development. Participation is optional and subject to eligibility requirements. We are not bound by the council's recommendations and may modify or dissolve the council at any time.

Time to Commence Operations

We estimate that a typical franchisee will open within **180 days** after signing the Franchise Agreement. You must open within that period unless we approve an extension in writing. Failure to open on time may constitute a default.

Training Program

Overview

Our initial training program includes:

- **Corporate Training:** Approximately 3 days at our designated training facility
- **Onsite Training:** Approximately 3–4 days at your Store

Your Managing Owner and initial managers must complete training to our satisfaction before opening.

Training Topics and Hours

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
General Franchise Operations	2	0	Corporate HQ

Business Training	2	0	Corporate HQ
Marketing & Sales	2	2	Corporate HQ / Online
Food Safety Overview	1	0	Corporate HQ
Baking and Cookie Preparation	2	20	Corporate HQ
Mixology and Twisters	1	6	Corporate HQ
Quality Control and Baking Review	0	5	Franchise Location
Customer Service	2	2	Online / On-Site
POS System Training	0	4	Online / Franchise Location
Ongoing Training	2	4	Varies
Total	14	43	

Training Fees

We do not charge a fee for initial training, but you must reimburse us for reasonable travel, meals, and lodging expenses incurred by our trainers for onsite training. Additional training fees and reimbursements are described in Item 6.

Manual

We will provide you with access to the Operation Manual (the "Manual") for the term of your Franchise Agreement. The Manual contains mandatory standards, procedures, specifications, supplier information, and other guidelines relating to the development and operation of your Store. The Manual may also include confidential and proprietary information belonging to us, which you will be required to protect and keep confidential in accordance with the Franchise Agreement.

We may modify the Manual from time to time upon notice to reflect changes to our standards, systems, or methods of operation; however, any modifications will not alter your fundamental rights under the Franchise Agreement.

Site Development

You are responsible for identifying a suitable site for your Store within the approved Site Selection Area and for obtaining our approval of that site. You are solely responsible, at your expense, for negotiating and entering into any lease or other occupancy agreement, constructing and equipping the premises, and complying with all applicable federal, state, and local laws, regulations, zoning requirements, building codes, permits, licenses, and governmental approvals required for the development and operation of your Store.

We are not obligated to assist you in obtaining any site approvals, permits, licenses, zoning variances, inspections, or other governmental or third-party approvals. Before opening, we must approve the final build-out, layout, and appearance of your Store to confirm compliance with our standards. After opening, you may be required to remodel, upgrade, or make other improvements to your Store from time to time to reflect our then-current brand standards and specifications.

Opening Requirements

You may not open your Store until all of the following conditions have been satisfied to our satisfaction:

- You and all required personnel have successfully completed the initial training program.
- You have obtained and maintain all required insurance coverage.
- You have secured all required licenses, permits, approvals, and other governmental authorizations, including zoning and occupancy approvals.
- We have provided our written approval of the final build-out, layout, fixtures, signage, and overall appearance of your Store, confirming compliance with our brand standards and specifications.

We anticipate that a typical franchisee will open his or her Twisted Sugar® Store within **four (4) to six (6) months** after signing the Franchise Agreement. The time required to open may vary depending on a number of factors, including identification and approval of a suitable location, financing arrangements, the extent to which an existing location must be constructed, upgraded, or remodeled, delays in the delivery or installation of equipment and fixtures, completion of training, obtaining insurance, completion of required inspections, and compliance with applicable federal, state, and local laws and regulations.

Unless we agree otherwise in writing, you must open your Store within **one hundred eighty (180) days** after signing the Franchise Agreement. Your failure to open your Store within this period constitutes an event of default under the Franchise Agreement.

ITEM 12
TERRITORY

Location of Your Store

Each Franchise Agreement grants you the right to operate **one (1)** Twisted Sugar® Store at a single location approved by us in advance. You must identify a proposed Store location within the Site Selection

Area described in **Schedule G** to your Franchise Agreement. You may not operate from any location that we have not approved.

You may relocate your Store only with our prior written approval, which we will not unreasonably withhold. If we approve a relocation, you must: (i) obtain our approval of the new site; (ii) comply with our then-current site selection and development standards; and (iii) open and resume operations at the new location within the time period we specify.

Your Franchise Territory

Under your Franchise Agreement, we grant you a Protected Franchise Territory. For purposes of this Disclosure Document, a “Protected Franchise Territory” means a defined geographic area, containing a population of at least 25,000 people, within which we agree not to operate or authorize another traditional Twisted Sugar® Store using the Marks that is physically located within that area, subject to the limitations and exceptions described below.

We may define the boundaries of your Protected Franchise Territory in any manner we deem appropriate, including by a fixed radius, by one or more ZIP codes, census tracts, or other geographic designations, or by marking the territory on a map. If your Store location is approved before you sign the Franchise Agreement, your Protected Franchise Territory will be identified in Schedule G to the Franchise Agreement. If your Store location is approved after you sign the Franchise Agreement, your Protected Franchise Territory will be identified in a Site Approval Notice we issue following site approval. Once designated, we will not modify the boundaries of your Protected Franchise Territory without your consent.

You do not receive an exclusive territory. You may face competition from other franchisees, from Stores we or our Affiliates own, and from other businesses, brands, or channels of distribution that we control or authorize. However, during the term of your Franchise Agreement, and except as expressly described in this Item (including with respect to Captive Venues, Acquisitions, and Alternative Channels of Distribution), we will not operate or authorize another Twisted Sugar® Store using the Marks that is physically located within your Protected Franchise Territory.

Area Development Territories

If you enter into an Area Development Agreement (an “ADA”), we will grant you a Protected Development Territory. For purposes of this Disclosure Document, a “Protected Development Territory” means a defined geographic area within which you are granted the right and obligation to develop and operate multiple Twisted Sugar® Stores in accordance with an agreed development schedule, subject to the limitations and exceptions described below.

A Protected Development Territory is distinct from a Protected Franchise Territory. A Protected Franchise Territory applies to a single Store and limits the placement of other traditional Twisted Sugar® Stores using the Marks that are physically located within that territory. By contrast, a Protected Development Territory applies only to your development rights under the ADA and governs where you may open the Stores you are required to develop; it does not grant exclusivity and does not prevent other forms of competition except as expressly stated.

All Stores you establish under an ADA must be located within your Protected Development Territory and must be approved by us in advance under our then-current site selection criteria. We identify your Protected Development Territory, development fee, and development schedule in the ADA before you sign it.

You do not receive an exclusive development territory. You may face competition from other franchisees, from Stores we or our Affiliates own, and from other businesses, brands, or channels of distribution that we control or authorize.

During the term of the ADA, we will not establish or authorize another traditional Twisted Sugar® Store using the Marks that is physically located within your Protected Development Territory, except for:
(i) Twisted Sugar® Stores that exist, are under construction, or for which a Franchise Agreement has been signed as of the date you sign the ADA; and
(ii) Stores permitted under the Captive Venues and Acquisitions provisions described in this Item.

If you fail to satisfy your development schedule or otherwise default under the ADA, we may terminate the ADA, and you will lose the territorial protections associated with your Protected Development Territory.

Limitations on Territorial Rights

Captive Venues

We reserve the right to operate, and to license or authorize others to operate, Twisted Sugar® Stores in Captive Venues.

For purposes of this Disclosure Document, "Captive Venues" means non-traditional or limited-access locations that are situated within, or form part of, another establishment or facility that customers primarily visit for a purpose other than purchasing Twisted Sugar® products. Captive Venues may include, without limitation, locations within hotels, resorts, college or university campuses, airports, train or bus stations, stadiums or arenas, entertainment venues, shopping malls, office complexes, hospitals, military bases, or other similar facilities.

Captive Venues are excluded from your franchise and development territorial protections. This means that we may operate, or license or franchise others to operate, a Twisted Sugar® Store in a Captive Venue located within your franchise territory or development territory, if applicable, and you will not be entitled to any compensation, adjustment, or territorial protection with respect to such locations.

Acquisitions

We may acquire, be acquired by, merge with, or otherwise obtain an ownership interest in another business or brand that offers products or services that are the same as, similar to, or competitive with those offered by Twisted Sugar® Stores. Such transactions may occur at any time and may involve asset purchases, equity acquisitions, mergers, reorganizations, or similar transactions.

Any business acquired or controlled by us or our Affiliates may be operated as a Twisted Sugar® Store, converted to operate under the Twisted Sugar® Marks, or operated under a different trademark, and may be located within your franchise territory or development territory, if applicable. Any such locations are excluded from your territorial protections, and you will not be entitled to any compensation, adjustment, or other consideration as a result of such acquisition, conversion, or operation.

Alternative Channels of Distribution

We reserve the right to sell, and to license or authorize others to sell, products or services that are the same as, similar to, or competitive with those offered by Twisted Sugar® Stores through Alternative Channels of Distribution, whether under the Marks or under different trademarks.

For purposes of this Agreement, “Alternative Channels of Distribution” means any method or channel of distribution other than sales made directly to customers from a physical Twisted Sugar® Store. Alternative Channels of Distribution may include, without limitation, online or Internet-based sales, mobile applications, third-party delivery platforms, wholesale distribution, kiosks, food trucks or mobile units, grocery or convenience stores, pop-up locations, subscription programs, and other non-traditional or emerging channels.

Sales through Alternative Channels of Distribution may occur at any time and in any location, including within your franchise territory or development territory, if applicable. You will not be entitled to any compensation, offset, or territorial protection with respect to sales made through Alternative Channels of Distribution, except that sales generated through the Ordering System or other System-authorized platforms and fulfilled by your Store shall be treated as sales of your Store and included in Gross Revenue.

Nothing in this Section limits your obligation to fulfill customer orders properly routed to your Store through System-authorized digital ordering or delivery platforms.

Restrictions on Your Sales and Marketing Activities

You may advertise outside your territory, provided your advertising is primarily directed toward customers within your territory and complies with our standards. Other franchisees may similarly advertise within your territory.

You may not market or sell products or services through Alternative Channels of Distribution unless we expressly authorize you in writing. Your marketing activities are subject to the additional restrictions described in **Item 11 (Local Marketing)**.

There are no other restrictions on your right to solicit customers.

Minimum Performance Requirements

Your territorial protections under the Franchise Agreement are not conditioned on achieving any minimum sales volume, revenue level, market share, customer count, market penetration, or other performance-based criteria. We do not require you to meet any ongoing sales or performance thresholds in order to retain the territorial protections granted under your Franchise Agreement.

However, your territorial protections are subject to your continued compliance with the Franchise Agreement and, if applicable, any Area Development Agreement. If you are in default under your Franchise Agreement, or if you fail to satisfy your development obligations under an Area Development Agreement, we may exercise the rights and remedies available to us under those agreements, which may include termination and the loss of any associated territorial protections.

Additional Franchises and Territories

Except as expressly provided in an Area Development Agreement, you do not receive any option, right of first refusal, priority right, or similar preferential right to acquire additional Twisted Sugar® franchises or territories. We have no obligation to offer you additional franchise opportunities, territories, or development rights, whether inside or outside your existing franchise or development territory.

If you wish to acquire additional franchises beyond those you are required to develop under an Area Development Agreement, you must separately qualify for and be approved to purchase each additional franchise under our then-current standards, policies, and procedures. Any additional franchise you are approved to acquire will be subject to our then-current form of Franchise Agreement and the then-current terms, conditions, and fees.

Nothing in your Franchise Agreement or any Area Development Agreement limits our right to grant franchises, development rights, or other distribution rights to other persons, or to operate company-owned Stores, in any location not expressly protected under your applicable agreement.

Competitive Businesses Under Different Marks

Currently, neither we nor any of our Affiliates operate or franchise a business under a different trademark that offers products or services that are the same as or similar to those offered by Twisted Sugar® Stores. However, we and our Affiliates reserve the right, in the future, to own, operate, franchise, license, or otherwise be involved in other businesses or concepts, whether under the Twisted Sugar® Marks or under different trademarks, that may offer products or services that are competitive with, similar to, or the same as those offered by Twisted Sugar® Stores.

Any such businesses or concepts may operate in any location, including within your franchise or development territory, and may do so through company-owned locations, franchises, licenses, or other channels of distribution. You will not be entitled to any compensation, adjustment, or offset as a result of our or our Affiliates' operation of, or involvement in, any such businesses or concepts.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you a **non-exclusive** right to use certain trade names, trademarks, service marks, logos, and other commercial symbols (collectively, the **"Marks"**) solely in connection with the operation of your Twisted Sugar® franchise and only in the manner we authorize. Our primary trademark is **TWISTED SUGAR®**, including associated word marks and design marks used to identify Twisted Sugar Stores and the products and services offered at those Stores.

We retain the right to use the Marks and to license others, including our Affiliates and other franchisees, to use the Marks and any other trade names, trademarks, service marks, logos, slogans, or identifiers we currently use or may adopt in the future. You must use the Marks only for the operation of your franchised Business and strictly in accordance with our standards and instructions.

Federal Trademark Registrations

We have registrations for the following trademarks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

We have registrations for the following mark on the principal register of the United States Patent and Trademark Office ("**USPTO**"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE (RENEWAL DATE)

	5587946	October 16, 2018

We have also applied to register the following trademarks on the principal register of the United States Patent and Trademark Office ("**USPTO**"):

MARK	APPLICATION NUMBER	APPLICATION DATE
TWISTED SUGAR	99057739	February 26, 2025
TWISTED SUGAR	99057760	February 26, 2025
TWISTED SUGAR	99057767	February 26, 2025
	99059696	February 27, 2025
	99059747	February 27, 2025

Use and Modification of the Marks

We grant you the right to operate your franchise under the name **"Twisted Sugar®"** and the logos and Marks identified above. We may change the Marks you are authorized to use from time to time, including by discontinuing use of one or more Marks listed in this **Item 13**. If this occurs, you must adopt and use the replacement Marks we designate, at your expense.

You must comply with all rules governing use of the Marks. You may not use the Marks as part of a corporate or business name, or combine the Marks with any modifying words, symbols, or designs, without our prior written consent. You may not use the Marks in connection with any product or service that we have not authorized in writing.

Protection and Enforcement of the Marks

You must promptly notify us if you become aware of any infringing or unauthorized use of the Marks or any challenge to our rights in the Marks. We will determine, in our discretion, whether to take action to protect the Marks. We may require your cooperation in connection with any enforcement action, but you may not control or participate in any proceeding involving the Marks without our consent. You may not directly or indirectly contest our or our Affiliates' ownership of or rights in the Marks.

Except as expressly stated in the Franchise Agreement, we are not required to protect your right to use the Marks, to defend you against claims of infringement or unfair competition, or to indemnify you for costs or damages arising from disputes relating to the Marks.

Trademark Litigation

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, any state trademark authority, or any court that would materially affect your use of the Marks. There are no pending infringement actions, oppositions, cancellations, or material litigation involving the Marks, and we are not aware of any infringing uses that could materially impair your right to use the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own, and no Affiliate owns, any patents or pending patent applications that are material to the franchise. Although we have not registered copyrights for certain materials, we claim copyright protection under applicable law for our Operation Manual (the **"Manual"**), our website, software and digital content, recipes, marketing materials, and other original works created or used in connection with the Twisted Sugar® franchise system.

During the term of your Franchise Agreement, we grant you a limited, non-exclusive, non-transferable right to use our proprietary and confidential information solely for the purpose of developing, marketing, and operating your Twisted Sugar® Store in accordance with the Franchise Agreement. Our proprietary information includes, without limitation, the System and the Manual, and the methods, techniques, specifications, procedures, standards, policies, recipes, formulations, marketing strategies, business practices, and other information relating to the operation of a Twisted Sugar® Store.

All proprietary and confidential information we provide to you remains our exclusive property (or the property of our licensors). You must maintain the confidentiality of this information at all times and may use it only as authorized under the Franchise Agreement and the Manual. You must promptly notify us if you become aware of any unauthorized use or disclosure of our proprietary information. We will determine, in our discretion, whether to take action to protect our rights, and you may not control or participate in any enforcement action or proceeding relating to our proprietary information without our consent.

Except as otherwise provided in the Franchise Agreement, we are not required to protect you against claims alleging infringement or misuse of proprietary information, nor are we obligated to participate in your defense or indemnify you for any costs, damages, or liabilities arising from any administrative or judicial proceeding relating to proprietary information.

Except as disclosed in this Item, we are not aware of any material infringements or unauthorized uses of our proprietary information that would materially affect your use of the System.

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

The Franchise Agreement requires that you designate an owner who will be primarily responsible for the operation of the Business (the **"Managing Owner"**). The Managing Owner must be approved by us and must at all times hold at least a **twenty percent (20%) ownership interest** in the franchise or in the entity that is the franchisee under the Franchise Agreement.

Unless you employ one or more managers as permitted below, the Managing Owner must devote his or her **full-time efforts** to the supervision and operation of the Store. Any individual designated as a new Managing Owner must successfully complete our initial training program before assuming any responsibility for the supervision, management, or operation of the Store. The Managing Owner must also complete any mandatory refresher, remedial, or advanced training programs that we require from time to time.

The Managing Owner may personally provide on-site management and supervision of the Store. Alternatively, you may employ one or more managers to assume responsibility for the Store's day-to-day on-site operations, provided that:
(i) the Managing Owner ensures that each manager is fully trained in accordance with our then-current training requirements;
(ii) each manager executes a confidentiality agreement in the form specified in the Manual; and
(iii) the Managing Owner agrees to immediately assume responsibility for the supervision and operation of the Store if a manager is unable to perform his or her duties for any reason, including death, disability, or termination of employment, until a suitable replacement manager is approved and in place.

At all times during normal business hours, either the Managing Owner or an approved and trained manager must be present on-site at the Store. The Managing Owner remains responsible for monitoring and supervising the activities of all managers and employees to ensure that the Store is operated in compliance with the Franchise Agreement and the Manual. We do not require that any manager hold an ownership interest in the franchise.

All employees, managers, contractors, and other agents or representatives who may have access to our confidential or proprietary information must execute a confidentiality agreement in the form specified by us. If the franchisee is an entity, each owner of the franchisee and the spouse of each such owner must execute an Ownership Addendum in the form attached to the Franchise Agreement as **Schedule B**.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only those goods and services that we authorize in writing from time to time. You must offer all goods and services that we require for the operation of a Twisted Sugar® Store and may not offer any goods or services that we have not approved or that we have expressly disapproved. We reserve the right, in our sole discretion, to modify, add to, or discontinue the goods and services that are authorized or required to be sold at Twisted Sugar® Stores, and you must comply with any such changes.

Unless we give our prior written consent, you may not:
(i) sell any goods at wholesale or for resale by others;
(ii) ship products, including cookies or other food items, to customers;
(iii) sell goods or services from any location other than your approved Store;
(iv) sell goods or services through any channel of distribution other than in-Store retail sales to customers who are physically present at the Store; or
(v) offer catering, delivery, or similar off-premises services.

To the extent permitted by applicable law, we may establish maximum or minimum prices for the goods and services you sell. We may also require that you participate in gift card programs, customer loyalty programs, or similar promotional initiatives that we establish from time to time. Participation in such programs may require you to purchase additional equipment, software, applications, or services and to pay related fees, as described in this Disclosure Document and the Franchise Agreement.

If we establish a gift card or loyalty program, we will determine the structure and administration of the program, including how proceeds from the sale or redemption of gift cards are accounted for and allocated. To the extent permitted by applicable law, we reserve the right to retain amounts attributable to unredeemed gift cards. You must comply with all policies, procedures, and requirements applicable to any gift card or loyalty program that we establish.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table summarizes certain important provisions of the Franchise Agreement and, if applicable, the Area Development Agreement, including provisions relating to renewal, termination, transfer, and dispute resolution. This table is a summary only. You should read the agreements attached to this Disclosure Document carefully because the terms of your agreements will govern your rights and obligations. Some provisions may be modified or limited by applicable federal or state law or by the State-Specific Addenda included with this Disclosure Document.

“FA” refers to the Franchise Agreement and “ADA” refers to the Area Development Agreement.

Provision	Agreement Section	Summary

(a) Term of the Agreement	FA §2.B	Initial term is **ten (10) years**.
	ADA §2	ADA term expires upon opening of the last Store required under the development schedule.
(b) Renewal or Extension	FA §2.C	If you meet renewal conditions, you may enter into **up to three (3) successive renewal franchise agreements**, each for **ten (10) years**, for a potential total term of **forty (40) years**. Renewal is not automatic.
	ADA §2	No renewal rights.
(c) Requirements to Renew	FA §2.C	You must not be in default; give timely notice; sign our then-current form of Franchise Agreement and related documents (subject to state law); pay the **$5,000 renewal fee per Store**; remodel or upgrade to current standards; and maintain rights to the premises. Terms may differ materially from your original agreement.
	ADA §4.4	ADA may not be renewed or extended.
(d) Termination by You	FA §14	You may terminate only if we fail to cure a material default within the applicable cure period.
	ADA §8	You may terminate only on grounds permitted by law.
(e) Termination by Us Without Cause	FA §14	We may terminate **only by mutual written agreement**.
	ADA	Not applicable.

(f) Termination by Us With Cause	FA §14	We may terminate if you default.
	ADA §8	We may terminate if you default.
(g) Defaults That May Be Cured	FA §14	Monetary defaults: **10 days** to cure. Other defaults: **30 days** to cure, if curable.
	ADA §8	**30 days** to cure defaults, if curable.
(h) Defaults That Cannot Be Cured	FA §14	Includes, among others: failure to complete training; failure to open timely; bankruptcy or insolvency; abandonment; loss of required licenses; certain crimes or regulatory actions; health or safety hazards; material misrepresentations; repeat underreporting; unauthorized transfers; IP violations; brand-protection breaches; lease termination due to your default.
	ADA §8	Termination of a Franchise Agreement is a default under the ADA and permits ADA termination without cure.
(i) Reservation of Right to Assume Management if Default	FA §14	in certain default situations described in the Franchise Agreement, to assume temporary management of your Store
(j) Obligations Upon Termination / Non-Renewal	FA §14	De-identify; cease use of Marks; return Manuals; assign phone numbers and domains; cancel fictitious names; pay all amounts due.
	ADA	No post-termination obligations.

(k) Assignment by Us	FA §9	No restriction on our right to assign.
	ADA §2.E	No restriction on our right to assign.
(l) Definition of "Transfer"	FA §13	Includes transfer of assets, agreement, or ownership interests.
	ADA §7	Same.
(m) Your Right to Transfer	FA §13	Certain transfers permitted without approval; all others require approval, which will not be unreasonably withheld.
	ADA §6	Same.
(n) Conditions for Transfer Approval	FA §13.C	Must meet qualification, training, financial, and compliance requirements.
	ADA §6	Same.
(o) Right of First Refusal	FA §13.G	We may match any bona fide third-party offer.
	ADA §7.F	Same for development rights.
(p) Option to Purchase Assets	FA §14.H	We may purchase assets upon termination or expiration.
	ADA §9.D	No purchase right unless you attempt a transfer.

(q) Death or Disability	FA §13.E	Estate must transfer within **180 days**; we may appoint a temporary manager.
	ADA §7.4	Same.
(r) Non-Competition During Term	FA §9.A	You may not engage in competing businesses during the term.
	ADA	Not applicable.
(s) Non-Competition After Termination	FA §9.A	**Two (2) years** within **5 miles** of your Store or any Twisted Sugar Store.
	ADA	Not applicable.
(t) Modification of Agreements	FA §17.A	Must be in writing, except permitted unilateral Manual changes and state-law compliance changes.
	ADA §11.A	Same.
(u) Integration Clause	FA §17	Written agreements control; state-law carve-outs preserved.
	ADA §17	Same.
(v) Dispute Resolution	FA §18	Subject to state law, mediation required before litigation; IP and covenant exceptions apply.

	ADA §10	Same.
(w) Choice of Forum	FA §16	Subject to state law, venue is **Utah County, Utah**.
	ADA §4.B	Same.
(x) Choice of Law	FA §17.E	**Utah law**, subject to state law limitations.
	ADA §11.F	Same.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote our Franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of franchised and/or franchisor-owned outlets if the franchisor has a reasonable basis for the information and the information is included in this Franchise Disclosure Document. A franchisor may not provide financial performance information that is not included in this Item 19, except in limited circumstances permitted by the Franchise Rule, such as providing the actual historical financial records of a specific outlet that you are considering purchasing or supplementing the information in this Item 19 with additional written disclosures that comply with applicable law.

We do not make any representations, estimates, projections, or assurances regarding the past, present, or future financial performance, sales, revenues, profits, expenses, or income of any Twisted Sugar® franchise or any company-owned outlet. We do not authorize our employees, agents, affiliates, brokers, or representatives to make any such representations, whether orally or in writing, to you or to any prospective franchisee.

If you are purchasing an existing Twisted Sugar® franchise, we may, upon request, provide you with the actual historical financial records of that specific outlet, if available. You should not rely on any financial performance information unless it is expressly included in this Item 19 or provided to you in compliance with the Franchise Rule.

If anyone makes any representation to you regarding the actual or potential financial performance of a

Twisted Sugar® franchise that is not contained in this Item 19, you should report the matter to the Franchisor's management by contacting **Elise Lott**, at **407 North Main Street, Springville, Utah 84663**, telephone **(801) 669-4922**, as well as to the **Federal Trade Commission** and the appropriate state franchise regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

The following tables provide information regarding the number, status, and growth of Twisted Sugar® franchised and company-owned outlets during the past three fiscal years. The tables also include information regarding transfers, projected openings, and contact information for current and former franchisees.

Unless otherwise indicated, the information in this Item reflects activity during our fiscal years ending December 31, 2022, 2023, and 2024.

Systemwide Outlet Summary

Table No. 1 summarizes the number of franchised and company-owned Twisted Sugar® outlets at the beginning and end of each fiscal year.

For purposes of this Item, "company-owned" outlets include outlets owned and operated by us or by entities in which one or more of our officers holds an ownership interest. These outlets are not franchised units.

Transfers of Franchised Outlets

Table No. 2 lists transfers of franchised outlets from franchisees to new owners (other than us) during the past three fiscal years.

Status of Franchised Outlets

Table No. 3 shows the number of franchised outlets that were opened, terminated, not renewed, reacquired, or otherwise ceased operations during the past three fiscal years, by state.

During the periods covered by this Disclosure Document, there were **no terminations and no non-renewals** of franchised outlets. One franchised outlet was reacquired by us during the most recent fiscal year.

Status of Company-Owned Outlets

Table No. 4 summarizes the number of company-owned outlets opened, closed, sold, or reacquired during the past three fiscal years.

Projected New Franchised Outlets

Table No. 5 lists the number of franchise agreements that were signed but not yet opened as of December

31, 2024, and our estimates of the number of new franchised and company-owned outlets expected to open during the current fiscal year.

These projections are **estimates only** and are not commitments. Actual openings will depend on a variety of factors, including franchisee financing, site selection and approval, construction timelines, permitting, and franchisee compliance with development schedules.

Franchisee Contact Information

A list of the names, addresses, and telephone numbers of all current franchisees is attached to this Disclosure Document as **Exhibit F**.

A list of the names, last known home addresses, and telephone numbers of franchisees who had their franchises terminated, cancelled, not renewed, or otherwise ceased operations during our most recently completed fiscal year, or who have not communicated with us within ten (10) weeks of the application date, is attached as **Exhibit G**.

If you purchase a franchise, your contact information may be disclosed to other prospective franchisees while you are a franchisee and after you leave the franchise system.

Confidentiality and Franchisee Communications

In some instances, current or former franchisees have entered into mutual termination or settlement agreements with us that include **non-disparagement provisions**. As a result, certain former franchisees may be limited in their ability to speak openly about their experience with our franchise system.

However, **during the past three fiscal years, no current or former franchisees have signed confidentiality provisions that prohibit them from discussing their experience as a Twisted Sugar® franchisee**. You are encouraged to speak with current and former franchisees, keeping in mind that individual circumstances may affect what information they are willing or able to share.

Franchisee Associations

There are no trademark-specific franchisee associations that we have created, sponsored, or endorsed. There are also no independent franchisee associations that have requested inclusion in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

The unaudited opening balance sheet of Twisted Sugar Franchising, LLC as of March 20,2026, and related financial statements, are attached as Exhibit H.

Because Twisted Sugar Franchising, LLC is a newly formed entity, we have included the audited financial statements of our parent company, Landmark Brothers Development Group, LLC, as Exhibit H.

These parent financial statements are provided for informational purposes only and do not constitute a guarantee of the franchisor's obligations unless otherwise expressly stated.

ITEM 22
CONTRACTS

The following agreements and documents are attached as exhibits to this Franchise Disclosure Document and form part of the franchise relationship. You should read all of these agreements carefully before signing any binding agreement or making any payment to us.

Franchise Agreement Documents

Exhibit A – Franchise Agreement, including the following schedules and addenda:

- **Schedule A** – Acknowledgement Addendum
- **Schedule B** – Ownership Addendum
- **Schedule C** – Guaranty
- **Schedule D** – Lease Addendum
- **Schedule E** – Investor Personal Covenants Regarding Confidentiality and Non-Competition
- **Schedule F** – Authorization Agreement for Prearranged Payments
- **Schedule G** – Site Selection Addendum
- **Schedule H** – Assignment of Telephone Number(s)
- **Schedule I** – State-Specific Addenda

Area Development Agreement Documents

Exhibit B – Area Development Agreement, including the following schedules and addenda:

- **Schedule A** – Development Area and Development Schedule
- **Schedule A-1** – Development Area Map
- **Schedule B** – Ownership Addendum
- **Schedule C** – Guaranty
- **Schedule D** – Investor Personal Covenants Regarding Confidentiality and Non-Competition
- **Schedule E** – State-Specific Addenda

Additional Disclosure Documents and Exhibits

- **Exhibit C** – List of State Franchise Regulators
- **Exhibit D** – Disclosure Acknowledgement and Agreement
- **Exhibit E** – Operations Manual Table of Contents
- **Exhibit F** – List of Franchisees
- **Exhibit G** – Franchisees Who Have Left the System
- **Exhibit H** – Financial Statements
- **Exhibit I** – Form of General Release
- **Exhibit J -** Franchise Disclosure Questionnaire
- **Exhibit K** – State Addenda
- **Exhibit L** – State Effective Dates and Receipts

ITEM 23
RECEIPTS

Attached to this Franchise Disclosure Document are **two (2) Receipt pages** (included as **Exhibit K**). These Receipt pages are duplicates and acknowledge your receipt of this Franchise Disclosure Document. You must sign and date both Receipt pages. You should retain one signed copy for your records and return the other signed copy to us

EXHIBIT A

FRANCHISOR AGREEMENT

EXHIBIT B
AREA DEVELOPMENT AGREEMENT

EXHIBIT C
LIST OF FEDERAL STATE AND CANADIAN FRANCHISE REGULATORS

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

The following table reflects our Agents for Service of Process and the Relevant State Franchise Authorities. We may not be registered to offer and sell franchises in all of these states:

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Financial protection and Innovation Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7205 Sacramento: 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-4233 San Diego: 1350 Front Street San Diego, CA 92101-3697 (619) 525-4233 Toll-Free Number: 1-866-275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770

HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Chief, Franchise Bureau Illinois Attorney General 500 South Second Street Springfield, IL 62706 (312) 814-3892
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 5760-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 5760-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottowa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117

MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	Secretary of State of the State of New York 99 Washington Avenue Albany, NY 12231	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Franchise Regulation Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903 (401) 222-3048

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 (605) 773-3563
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	Ryan C. Combe Registered Agent 2181 Combe Road Ogden, Utah 84403	Division of Consumer Protection Utah Department of Commerce 160 East 300 South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555

FEDERAL TRADE COMMISSION	Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Federal Trade Commission 600 Pennsylvania Avenue, NW Washington, DC 20580 (202) 326-2222

<u>EXHIBIT D</u>
DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

DISCLOSURE ACKNOWLEDGMENT AND AGREEMENT

1. **TWISTED SUGAR FRANCHISING, LLC** (“***Franchisor***” and “***we/us***”) through the use of this document, desires to ascertain that __________________________ and your owners and officers (collectively “**You**”) fully understand and comprehend that the purchase of a Twisted Sugar franchise is a business decision, complete with its associated risks.

2. You recognize that business risks, which exist in connection with the purchase of any business, make the success or failure of a Twisted Sugar franchise subject to many variables, including your skills and abilities, the hours you work, competition, interest rates, the economy, inflation, store location, operating costs, lease terms and costs, and the market place. You acknowledge your willingness to undertake these business risks.

3. You acknowledge that you received a copy of our Franchise Disclosure Document, which includes a copy of the form of Franchise Agreement and audited financials of LANDMARK BROTHERS DEVELOPMENT GROUP LLC You acknowledge that you have personally and carefully reviewed all of this document.

4. You acknowledge that we have advised you to seek professional assistance, to have professionals review the documents, and to have them consult with you regarding the risks associated with the purchase of the franchise.

5. This Disclosure Acknowledgement Agreement does not limit any claims arising under Washington’s Franchise Investment Protection Act, Chapter 19.100 RCW.

Acknowledged and accepted on the following date: ________________________________

FRANCHISEE:

Signed: ____________________________________

Printed Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

OWNERS:

Signed: ____________________________________

Printed Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

OWNERS:
Signed: ______________________________
Printed Name: ______________________________
Title: ______________________________
Date: ______________________________

OWNERS:
Signed: ______________________________
Printed Name: ______________________________
Title: ______________________________
Date: ______________________________

OWNERS:
Signed: ______________________________
Printed Name: ______________________________
Title: ______________________________
Date: ______________________________

EXHIBIT E
OPERATIONS MANUAL TABLE OF CONTENTS

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<u>EXHIBIT F</u>
LIST OF FRANCHISEES
LIST OF FRANCHISED OUTLETS

AS OF DECEMBER 31, 2024

<u>Part A</u> (Current Franchisees)

The following table lists our franchisees that were open as of March 13, 2026

.

FRANCHISEES OPEN AS OF DECEMBER 31 , 2020				
State	**City**	**Address**	**Phone**	**Owner Name(s)**
Arizona	Gilbert	1440 S Higley Rd #104, Gilbert, AZ 85296, USA	14807584515	Kari Jex & Ryan McBride
Arizona	Gilbert	2904 S Santan Village Pkwy #103, Gilbert, AZ 85295, USA	14804977089	Kari Jex & Ryan McBride
Arizona	Mesa	10851 East Baseline Road ste 102, Mesa, AZ, USA	14804977088	Kari Jex & Ryan McBride
Arizona	Peoria	24737 North Lake Pleasant Parkway #105, Peoria, AZ 85383, USA	16234406582	Chelsea & Bryson Prince
Arizona	Queen Creek	24750 S Ellsworth Rd #101, Queen Creek, AZ 85142, USA	14807584515	Kari Jex & Ryan McBride
Arizona	San Tan Valley	2510 E Hunt Hwy ste 21, San Tan Valley, AZ 85143, USA	14807584515	Kari Jex & Ryan McBride
Arizona	Showlow	5171 Cub Lake Rd a 130, Show Low, AZ 85901, USA	19282512908	Chelsea & Bryson Prince
Arizona	Surprise	13536 North Prasada Parkway, Surprise, AZ 85388, USA	16028264126	Chelsea & Bryson Prince
Colorado	Highlands Ranch	3624 E Highlands Ranch Pkwy, Highlands Ranch, CO 80126, USA	17205831800	Georgina & Monte Roach
Colorado	Montrose	1510 Oxbow Dr, Montrose, CO 81401, USA	18013689493	Jerry & Marie Thun
Idaho	Idaho Falls	1490 West Broadway Street, Idaho Falls, ID 83402, USA	14352157567	Shay Munk
Idaho	Meridian	10804 W Fairview Ave, Boise, ID 83713, USA	12082072984	Jarron & Bree Bolingbroke

Idaho	Rexburg	286 E Moody Rd ste g, Rexburg, ID 83440, USA		Kimi Rinderkneckt
Indiana	Crown Pointe	10470 Broadway, Crown Point, IN 46307, USA	12192446589	ike & Bobbie Sue Kvachk
Indiana	Valparaiso	60 University Drive suite 100, Valparaiso, IN 46383, USA	12192992290	ike & Bobbie Sue Kvachk
Kansas	Overland Park	11929 W 119th St, Overland Park, KS 66213, USA	19132329091	Karlie & Jake Zaugg
Kansas	Shawnee	15810 Shawnee Mission Parkway suite d, Shawnee, Kansas 66217, United States	18162039080	Karlie & Jake Zaugg
Missouri	Dardenne Prairie	7429 Highway N, Dardenne Prairie, MO 63368, USA	16364394189	Cameron & Shane Hoyt
Nevada	Las Vegas	2760 West Deer Springs Way suite 103, North Las Vegas, NV 89084, USA	17027804569	Nichole Yoakum
Nevada	Sparks	287 Los Altos Parkway #103, Sparks, NV 89436, USA	17758989478	Dax & Monica Belnap
New Mexico	Las Cruces	4165 White Sage Arc suite d, Las Cruces, NM 88012, USA	15752220293	Emily & Mike Evett
North Carolina	Charlotte	12210 Copper Way unit 218, Charlotte, NC 28277, USA	19802372059	Hayley Ratchford
North Carolina	Lincolnton	503 E Main St, Lincolnton, NC 28092, USA	17042408394	Georgina & Monte Roach
Oklahoma	Broken Arrow	697 N Aspen Ave, Broken Arrow, OK 74012, USA	16237342335	Aaron Evett
South Carolina	Summerville	1907 Varner St suite b 5, Summerville, SC 29486, USA	18439003600	Ashley Welch
Texas	El Paso	13640 Doncaster Street ste b206, El Paso, TX 79928, USA		Emily & Mike Evett
Texas	Midland	6009 Farm to Market 307 #1, Midland, TX 79706, USA	14322272756	Katie Green
Texas	The Woodlands	4747 Research Forest Drive, The Woodlands, TX 77381, USA	12816512927	
Utah	Brigham City	1132 South 450 west ste 104, Brigham City, UT 84302, USA	14357775190	Coby & Tangi Reese

Utah	Centerville	25 W Parrish Ln, Centerville, UT 84014, USA	18012921992	Corporate Location
Utah	Cottonwood Heights	1936 East Fort Union Blvd, Cottonwood Heights, UT 84121, USA	13852961302	Corporate Location
Utah	Heber City	458 N Main St, Heber City, UT 84032, USA	13853840614	Marissa Boyer
Utah	Herriman	5257 Anthem Peak Ln, Herriman, UT 84096, USA	18016799143	Craig Stark
Utah	Layton	377 E Gentile St, Layton, UT 84041, USA	18015135370	Corporate Location
Utah	Logan	532 South Main Street unit 120, Logan, UT 84321, USA	14358936789	Shay Munk
Utah	Ogden	2707 Parkland Blvd, Ogden, UT 84404, USA	13852892841	Kade Parks
Utah	Pleasant Grove	863 South North County Boulevard ste a, Pleasant Grove, UT 84062, USA	138524870661	Paul McCorquindale
Utah	Provo	2245 N University Pkwy, Provo, UT 84604, USA	18016910813	Eric Loudon
Utah	Roy	3519 West 5600 South, Roy, UT 84067, USA	18018960697	Brian & Tara Loveland
Utah	Sandy	1373 East 10600 South, Sandy, UT 84092, USA	3852373907	Calvin Hill
Utah	Santa Clara	3663 Pioneer Pkwy, Santa Clara, UT 84765, USA	14359621166	Diane & Derek Eliason
Utah	Saratoga Springs	250 East Crossroads Boulevard, Saratoga Springs, UT 84045, USA	13853527136	Paul McCorquindale
Utah	South Ogden	1481 East 5600 South f104, South Ogden, UT 84403, USA	18016058532	Stephanie Sparrow
Utah	Syracuse	1089 West 1700 South, Syracuse, UT 84075, USA	18017847271	Brian & Tara Loveland
Utah	Taylorsville	3544 West 6200 South, Taylorsville, UT 84129, USA	18019873211	Rachael Kimball
Utah	Tremonton	486 West Main Street ste 1, Tremonton, UT 84337, USA	14352300653	Coby & Tangi Reese

Utah	West point	185 North 2000 West ste b, West Point, UT 84015, USA	18018252544	Brian & Tara Loveland
Washington	Spokane	2009 E 29th Ave, Spokane, WA 99203, USA	15094132909	Jayson Pitman

Utah	South Jordan	5448 W. Daybreak Pkwy. South Jordan, Utah 84085 [2]	(801) 573-3201	Amber Burt
Utah	Taylorsville	3544 W. 6200 S. Taylorsville, Utah 84129	(801) 987-3211	Veronica Benson [3]
Utah	Woods Cross	2440 Highway 89, #2A Woods Cross, Utah 84087	(801) 992-3295	Noelle Telles

The following table lists our franchisees with signed franchise agreements that were not open as of December 31, 2020.

FRANCHISEES NOT OPEN AS OF DECEMBER 31 , 2020				
State	**City**	**Address**	**Phone**	**Owner Name(s)**
None				

<u>Part B</u> (Former Franchisees Who Left System During Prior Fiscal Year)

State	**City**	**Current Business Phone or Last Known Home Phone**	**Owner Name(s)**
None			

<u>Notes to Tables</u>:

1. These franchisees (if any) are also area developers that have committed to open multiple franchised businesses under the terms of an area development agreement.

2. Each of these franchised stores is located inside a Smiths Marketplace.

3. This franchised store was transferred in 2020 from Hayden and Kimberly Jardine to Veronica Benson. Hayden and Kimberly Jardine maintained ownership of their other Twisted Sugar store in Centerville, Utah and remain franchisees in the system.

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

Exhibit G
Franchisees Who Have Left the System

EXHIBIT H

FINANCIAL STATEMENT OF TWISTED SUGAR, LLC AND LANDMARK BROTHERS, LLC

[SEE FOLLOWING PAGES]

EXHIBIT I
FORM OF GENERAL RELEASE

The Franchise Agreement provides that the Franchisee must sign a General Release in a form satisfactory to the Franchisor in certain circumstances, such as upon transfer, renewal, or relocation of the Franchise, or upon adding a new business entity to the Franchise Agreement. Following is a form of General Release that is subject to change.

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of_________________, 202_ (the "Effective Date") by_________________________________, a(n)__________________("you") and each individual holding a direct or indirect ownership interest in you (collectively "Owner") in favor of Twisted Sugar Franchising, LLC, a Utah limited liability company ("us," and together with you and Owner, the "Parties").

WHEREAS, we signed a Franchise Agreement with you, dated__________, 202____(the "Franchise Agreement") pursuant to which we granted you the right to own and operate a Twisted Sugar store;

WHEREAS, you have notified us of your desire to transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee, **[enter into a successor franchise agreement]** and we have consented to such transfer **[agreed to enter into a successor franchise agreement]**; and

WHEREAS, as a condition to our consent to the transfer **[your ability to enter into a successor franchise agreement]**, you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of our consent to the transfer **[our entering into a successor franchise agreement]**, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as follows:

1. Release. Owner, you, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Franchisee Parties"), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the "Franchisor Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement.

2. California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive Section 1542 of the California Civil Code, which provides the following:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

> [Section 2 only applies for California franchisees; otherwise it is omitted]

3. Nondisparagement. Each of the Franchisee Parties expressly covenant and agree not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Franchisor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Parties, the business conducted by any of the Franchisor Parties or the reputation of any of the Franchisor Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through any other verbal, digital or electronic method of communication. The obligations in

this Section also prohibit the Franchisee Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Franchisee Party.

1. Representations and Warranties. You and Owner each represent and warrant that: (i) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (ii) neither you nor Owner has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Franchisor Parties or any of the rights, claims or obligations being terminated or released hereunder; (iii) you and Owner have not and shall not (a) institute or cause to be instituted against any of the Franchisor Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Agreement or
(b) make any verbal, written or other communication that could reasonably be expected to damage or adversely impact any Franchisor Party's reputation or goodwill; and (iv) the individuals identified as Owners on the signature pages hereto together hold 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

2. Miscellaneous.

(a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

(b) This Agreement shall be construed and governed by the laws of the State of Utah.

(c) In the event that it shall be necessary for any Party to institute legal action to enforce, or for the breach of, any of the terms and conditions or provisions of this Agreement, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

(d) All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.

This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified except in a writing signed by each of the Parties.

(e) If one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(f) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.

(g) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

____

By: ______________________________________

Name: ______________________________________

Its: ______________________________________

FRANCHISE OWNERS:

____
Name: ______________________________________

____
Name: ______________________________________

____
Name: ______________________________________

EXHIBIT J
FRANCHISE DISCLOSURE QUESTIONNAIRE

(Follows on Next Page)

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know LandMark Brothers LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of a Twisted Sugar franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes___ No___ 1. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

Yes___ No___ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes___ No___ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes___ No___ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes___ No___ 5. Did you receive the Franchise Disclosure Document at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?

Yes___ No___ 6. Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it?

Yes___ No___ 7. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes___ No___ 8. Have you discussed the benefits and risks of developing and operating a Twisted Sugar franchise with an existing Twisted Sugar franchisee?

Yes___ No___ 9. Do you understand the risks of developing and operating a Twisted Sugar franchise?

Yes___ No___ 10. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes___ No___ 11. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in Utah, if not resolved informally or by mediation?

Yes___ No___ 12. Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?

Yes___ No___ 13. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Twisted Sugar franchise that is not contained in the Franchise Disclosure Documentor that is contrary to, or different from, the information contained in the Franchise
Disclosure Document?

Yes___ No___ 14. Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes___ No___ 15. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Twisted Sugar franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes___ No___ 16. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Twisted Sugar business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Dated ________________________	Dated ________________________

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]

EXHIBIT K

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE STATEMENT

CALIFORNIA

Add to the Disclosure Document Item 3, litigation, (c), that neither FRANCHISOR nor any of the persons affiliated with FRANCHISOR set forth in Item 2 of the Disclosure Document are subject to any currently effective order of any National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78, et seq. suspending or expelling such persons from membership in such association or exchange.

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.

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.

Each owner of the franchise is required to execute a personal guarantee. Doing so could jeopardize the marital assets of non-owner spouses domiciled in a community property state such as California.

The Franchise Agreement requires application of the laws of Utah. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31 000 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).

The Franchise Agreement requires litigation in certain instances, such as for injunctive relief. Such litigation would be conducted in Utah but could change. Requirements of litigation in jurisdiction other than where your franchise is located or where you reside may not be enforceable. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.

The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Item 5 of the Disclosure Document is amended to include the following language:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000- 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043).

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in Utah County, Utah with the costs being borne by the non-prevailing party. 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 128, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside of California.

No-poaching provisions in contracts are against California public policy. Therefore, we will not enforce the no-poaching provision in California.

OUR URL IS: [WEBSITE] OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. 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

Despite any provision in the Franchise Agreement to the contrary, the current maximum rate of interest in California is 10% per year.

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.

State Cover Page Risk Factors: WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR "TWISTED SUGAR" STANDARD CHARACTER MARK. THEREFORE, OUR TRADEMARK DOES NOT HAVE AS 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.

ILLINOIS

Illinois law governs the Franchise Agreement and the Area Development Agreement.

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

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

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

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

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

The Disclosure Document (Item 17) and Franchise Agreement are amended to include that any provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, relocation, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document and Sections 7.2, 22.1 and
22.2 to the Franchise Agreement are amended to the extent required by Maryland law.

Provisions in the Disclosure Document (Item 17) and Franchise Agreement requiring franchisee to file any lawsuit in a court in the State of Utah may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. The Disclosure Document (Item 17) and Franchise Agreement are amended accordingly, to the extent required by Maryland law.

Any provisions in the Disclosure Document (including Items 5, 11, 17 and 22) and Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise shall not apply under the Maryland Franchise Registration and Disclosure Law and are amended to the extent required by Maryland 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.

MINNESOTA

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

All statements in the Disclosure Document and Franchise Agreement that state that franchisor is entitled to injunctive relief are amended to read “franchisor may seek injunctive relief”; and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the franchisor from requiring a franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

Pursuant to Minn. Stat. Sec. 80C.12, Subdivision 1(g), to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Franchisor’s primary trade name.

We will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific 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.

NEW YORK

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

> THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added 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.

A. 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.

B. 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.

C. 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.

2. 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.

3. 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.

4. 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.

NORTH DAKOTA

The Disclosure Document and Franchise Agreement provide for arbitration and mediation of disputes to be held in Utah County, Utah. These provisions may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement relating to jurisdiction of courts in Utah County, Utah, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement requiring franchisee to sign a general release upon renewal of the Franchise Agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and agreement stipulating that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Provisions of the Disclosure Document and Franchise Agreement that require the franchisee to consent to termination or liquidated damages (if applicable) have been determined by the North Dakota Securities Commissioner to be unfair, unjust and inequitable within the intent of Section 15-19-09 of the North Dakota Franchise Investment Law and therefor are not enforceable in North Dakota. They are by this reference deleted from the Disclosure Document and Franchise Agreement.

Covenants not to compete such as those contained in the Franchise Agreement may not be unenforceable in the State of North Dakota.

The governing law or choice of law clauses in Item 17.w of the Disclosure Document and Section 25 of the Franchise Agreement granting authority to a state other than North Dakota may not be enforceable and are amended accordingly to the extent required by North Dakota franchise law.

Disclosure Document Item 5 and Franchise Agreement Section 9: All Initial Franchise Fees will be due and payable only after the Franchisor has fulfilled all initial obligations owed to the Franchisee under the Franchise Agreement or other documents and the Franchisee has commenced doing business pursuant to the Franchise Agreement.

North Dakota has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for 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.

Rhode Island

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

SOUTH DAKOTA

Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments contained in the Disclosure Document or Franchise Agreement must give a franchisee thirty (30) days' written notice with an opportunity to cure the default prior to termination.

Post-termination covenants not to compete may be unenforceable under South Dakota law. Sections of the Disclosure Document and Franchise Agreement containing post-termination covenants not to compete are amended to the extent required by South Dakota law.

Sections of the Disclosure Document and Franchise Agreement requiring mediation or arbitration of disputes to be held in Utah County, Utah may not be enforceable and are amended accordingly to the extent required by South Dakota franchise law.

Sections of the Disclosure Document and Franchise Agreement requiring jurisdiction or venue in Utah County, Utah may not be enforceable and are amended accordingly to the extent required by South Dakota law.

Any provisions contained in the Disclosure Document and the Franchise Agreement that provide that the parties' waive their right to claim punitive, exemplary, incidental, indirect, or consequential damages or any provisions that provide that the parties' waive their right to a jury trial, may not be enforceable and are amended to the extent required by South Dakota franchise law.

The governing law or choice of law clauses described in the Disclosure Document and contained in the Franchise Agreement granting authority to a state other than South Dakota may not be enforceable and are amended accordingly to the extent required by South Dakota franchise law.

VIRGINIA

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

WISCONSIN

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

> The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Item 17 of the Disclosure Document and the corresponding section of the Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, the Wisconsin Fair Dealership Law. SEC 32.06(3), Wis. Adm. Code.

Acknowledgement

The franchisee acknowledges receipt of this Addendum.

It is agreed that the applicable foregoing state law addendum for the State of ________________, if any, supersedes any inconsistent portion of the Franchise Disclosure Document ("**FDD**") to which this Addendum is attached.

DATED this _ day of ___________________, 20_.

FRANCHISOR: Twisted Sugar Franchising, LLC

Signed: ____

Name: ____

Title: ____

Date: ____

FRANCHISEE

Signed: ____

Name: ____

Title: ____

Date: ____

EXHIBIT L

STATE EFFECTIVE DATES AND RECEIPTS

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
Indiana	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.

RECEIPT

TWISTED SUGAR FRANCHISING, LLC

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 Twisted Sugar Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. (New York and Rhode Island law require delivery at the earlier of the first personal meeting or at least 10 business days, and Michigan and Wisconsin law require delivery at least 10 business days, before signing/paying.)

If Twisted Sugar Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency as identified on Exhibit B.

Twisted Sugar Franchising, LLC's franchise sellers are Brian Mulaney and Nikolas Simpson 407 North Main Street, Springville Utah 84663, (480) 577-5383.

Issuance Date: March 3, 2025 (and effective as of the individual state registration dates reflected on the cover page).

Twisted Sugar Franchising, LLC, authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a Twisted Sugar disclosure document dated as indicated above that included the following Exhibits:

A. Franchise Agreement with attached Schedules
B. Area Development Agreement with attached schedules
C. List of State Agencies and Regulators
D. Disclosure Acknowledgement and Agreement
E. Operations Manual Table of Contents
F. List of Franchisees
G. Financial Statements
H. Form of General Release
I. Franchise Disclosure Questionnaire
J. State Addenda
K. State Effective Dates & Receipts

DATED this _day of _________________, 20_.

Signatures of All Prospective Franchisees:

Signature: __________________________ Signature: __________________________

Print Name: __________________________ Print Name: __________________________

Name of Corporation/LLC/Partnership (if applicable): ____________________________________

By: _________________________Title: _________________________

FRANCHISOR COPY

RECEIPT

TWISTED SUGAR FRANCHISING, LLC

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 Twisted Sugar Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. (New York and Rhode Island law require delivery at the earlier of the first personal meeting or at least 10 business days, and Michigan and Wisconsin law require delivery at least 10 business days, before signing/paying.)

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J. State Addenda
K. State Effective Dates & Receipts

DATED this _day of _________________, 20_.

Signatures of All Prospective Franchisees:

Signature: __________________________ Signature: __________________________

Print Name: __________________________ Print Name: __________________________

Name of Corporation/LLC/Partnership (if applicable): _____________________________________

By: _________________________Title: __________________________

Franchisee Copy