

t. Integration/merger clause	Section 17.12 of the Franchise Agreement; Section 23 of the Area Development Agreement.	Only the terms of the Franchise Agreement and Area Development Agreement are binding (subject to state law). However, nothing in the Franchise Agreement or Area Development Agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 17.7 of the Franchise Agreement; Section 14 of the Area Development Agreement	All controversies, disputes or claims subject to arbitration in the city in which our headquarters is located.
v. Choice of forum	Section 17.8 of the Franchise Agreement; Section 15 of the Area Development Agreement	All actions which are not required to be arbitrated must be brought in a court of competent jurisdiction in Texas (subject to applicable state law).
w. Choice of law	Section 17.9 of the Franchise Agreement; Section 16 of the Area Development Agreement	Texas law governs, except for matters regulated by the United States Trademark Act (subject to applicable state law).

Item 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise, but we reserve the right to do so in the future.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

for example, by providing information about possible performance at a particular location or under particular circumstances.

The following Table 1 includes actual Gross Sales, cost of goods sold, certain expenses (not including Royalty Fee payments or Marketing Fund contributions, among others), as indicated below, and the resulting net profit (before depreciation, debt service and taxes) achieved by our five affiliate-owned Sweet Paris Crêperies that were opened for the entire year of 2024 for the year ending December 31, 2024. As indicated above and in the notes below, you will have additional expenses, which we have not included in our calculation of net profit.

The following Table 2 includes actual Gross Sales, cost of goods sold, certain expenses (including Royalty Fee payments, Marketing Fund contributions and other marketing and advertising expenses and excluding others), as indicated below, and the resulting net profit (before depreciation, debt service and taxes) achieved by the eight franchisee-owned Sweet Paris Crêperies that were opened for the entire year of 2024 for the year ending December 31, 2024. We have not included our licensee-owned Sweet Paris Crêperies located in Mexico in the below figures, as these Crêperies are not representative of our franchise offering. Again, as indicated above and in the notes below, you will have additional expenses, which we have not included in our calculation of net profit.

The following Table 3 includes annual franchise expenses not included in Table 1 based upon the median annual Gross Sales of our affiliate-owned Sweet Paris Crêperies for the year ending December 31, 2024, which is calculated as \$1,511,290. See Note 8 below for further explanation.

“Gross Sales” means all revenue related to the Crêperie (excluding (i) sales taxes collected and remitted to the proper authorities and (ii) refunds, discounts and credits made to customers in good faith and complimentary products given to customers in good faith (if those amounts were originally included in calculating Gross Sales)).

Some Sweet Paris Crêperies have sold this amount. Your individual results may differ. There is no assurance you will sell as much.

You should conduct an independent investigation of the costs and expenses you will incur in operating your Crêperie. Franchisees or former franchisees, if any, listed in this Disclosure Document, may be one source of this information.

We have compiled the following information from the internal, unaudited financial statements of our affiliates for the periods indicated. These financial statements were not prepared in accordance with Generally Accepted Accounting Principles (GAAP), but are believed to be reliable. The figures related to our franchisee’s results were obtained from sales reports provided by our franchisee, and have not been verified beyond receipt of such reports. Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

Table 1

For the Twelve-Month Period Ending December 31, 2024	Affiliate-Owned Sweet Paris Crêperie No. 1 (Rice Village)	Affiliate-Owned Sweet Paris Crêperie No. 2 (City Center)
Gross Sales	\$1,491,638 (100.00%)	\$2,871,364 (100.00%)
Cost of Goods Sold	\$315,947 (21.18%)	\$599,209 (20.87%)
Labor Costs	\$562,622 (37.72%)	\$788,004 (27.44%)
Facility Expense	\$190,349 (12.76%)	\$303,856 (10.58%)
Other Expenses	\$137,460 (9.22%)	\$206,606 (7.20%)
Net Profit	\$285,261 (19.12%)	\$973,689 (33.91%)
For the Twelve-Month Period Ending December 31, 2024	Affiliate-Owned Sweet Paris Crêperie No. 3 (Highland Village)	Affiliate-Owned Sweet Paris Crêperie No. 4 (College Station)
Gross Sales	\$1,511,290 (100.00%)	\$1,682,265 (100.00%)
Cost of Goods Sold	\$311,855 (20.64%)	\$362,034 (21.52%)
Labor Costs	\$556,294 (36.81%)	\$632,691 (37.61%)
Facility Expense	\$365,138 (24.16%)	\$182,701 (10.86%)
Other Expenses	\$134,800 (8.92%)	\$139,939 (8.32%)
Net Profit	\$143,202 (9.48%)	\$364,899 (21.69%)
For the Twelve-Month Period Ending December 31, 2024	Affiliate-Owned Sweet Paris Crêperie No. 5 (Coral Gables)	
Gross Sales	\$1,115,002 (100.00%)	
Cost of Goods Sold	\$246,905 (22.14%)	
Labor Costs	\$639,272 (57.33%)	
Facility Expense	\$266,040 (23.86%)	
Other Expenses	\$137,861 (12.36%)	
Net Profit	(\$175,077) (-15.70%)	

Table 2

For the Twelve-Month Period Ending December 31, 2024	Franchisee-Owned Sweet Paris Crêperie No. 1 (Katy)	Franchisee-Owned Sweet Paris Crêperie No. 2 (The Woodlands)
Gross Sales	\$2,638,182 (100.00%)	\$3,241,367 (100.00%)
Cost of Goods Sold	\$445,391 (16.88%)	\$776,908 (23.97%)
Labor Costs	\$849,535 (32.20%)	\$983,849 (30.35%)
Facility Expense	\$242,543 (9.19%)	\$354,401 (10.93%)
Other Expenses / Royalty Fees	\$390,811 (14.81%)	\$416,956 (12.86%)
Net Profit	\$709,902 (26.91%)	\$709,252 (21.88%)
For the Twelve-Month Period Ending December 31, 2024	Franchisee-Owned Sweet Paris Crêperie No. 3 (San Antonio)	Franchisee-Owned Sweet Paris Crêperie No. 4 (Friendswood)
Gross Sales	\$2,220,422 (100.00%)	\$1,970,796 (100%)
Cost of Goods Sold	\$477,575 (21.51%)	\$368,677 (18.71%)
Labor Costs	\$739,136 (33.29%)	\$558,668 (28.35%)
Facility Expense	\$248,455 (11.19%)	\$231,742 (11.76%)
Other Expenses / Royalty Fees	\$343,564 (21.20%)	\$304,000 (20.11%)
Net Profit	\$411,692 (18.54)	\$507,710 (25.76%)
For the Twelve-Month Period Ending December 31, 2024	Franchisee-Owned Sweet Paris Crêperie No. 5 (Austin)	Franchisee-Owned Sweet Paris Crêperie No. 6 (Sugar Land)
Gross Sales	\$2,589,038 (100%)	\$1,914,355 (100%)
Cost of Goods Sold	\$536,462 (20.72%)	\$334,778 (17.49%)
Labor Costs	\$765,822 (29.58%)	\$653,696 (34.15%)
Facility Expense	\$296,762 (11.46%)	\$189,229 (9.88%)
Other Expenses / Royalty Fees	\$328,725 (13.91%)	\$288,308 (15.06%)
Net Profit	\$661,268 (25.54%)	\$ 444,380 (23.21%)
For the Twelve-Month Period Ending December 31, 2024	Franchisee-Owned Sweet Paris Crêperie No. 7 (Doral)	Franchisee-Owned Sweet Paris Crêperie No. 8 (Woodbury)
Gross Sales	\$1,558,539 (100.00%)	\$1,668,746 (100.00%)
Cost of Goods Sold	\$332,159 (21.31%)	\$365,964 (21.93%)
Labor Costs	\$637,912 (40.93%)	\$782,956 (46.92%)
Facility Expense	\$236,431 (15.17%)	\$229,468 (13.75%)
Other Expenses / Royalty Fees	\$249,960 (16.04%)	\$343,380 (20.58%)
Net Profit	\$102,077 (6.55%)	(53,022) (-3.18%)

Table 3

Annual Franchise Expenses Not Included in Table 1 Assuming Median Annual Gross Sales of \$1,511,290	
Royalty Fee (5%)	\$75,565
Marketing Fund Contribution (1%)	\$15,113
Local Advertising and Marketing (2%)	\$30,226

Notes:

- (1) The affiliate-owned Sweet Paris Crêperie No. 1 reported above in Table 1 opened May 2012 at 2420 Rice Boulevard, Houston, Texas 77005, occupies a leased space of approximately 1,700 square feet (not including outdoor seating), and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 11:00 pm. All of our affiliates revenue related to catering and off-site sales are attributed to this Sweet Paris Crêperie No. 1.

The affiliate-owned Sweet Paris Crêperie No. 2 reported above in Table 1 opened January 2015 at 797 Sorella Court, Houston, Texas 77024, occupies a leased space of approximately 2,315 square feet (not including outdoor seating), and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 12:00 am.

The affiliate-owned Sweet Paris Crêperie No. 3 reported above in Table 1 opened December 2018 at 2701 Drexel Drive, Houston, Texas 77027, occupies a leased space of approximately 2,364 square feet (not including outdoor seating), and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 10:00 pm.

The affiliate-owned Sweet Paris Crêperie No. 4 reported above in Table 1 opened July 2018 at 143 Century Square, Suite 110, College Station, Texas 77840, occupies a leased space of approximately 2,280 square feet (not including outdoor seating), and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 11:00 pm.

The affiliate-owned Sweet Paris Crêperie No. 5 reported above in Table 1 opened July 2023 at 3005 Ponce de Leon, Suite 142, Coral Gables, Florida 33134, occupies a leased space of approximately 2,350 square feet (not including outdoor seating), and is open Monday through Sunday 8:00 am to 9:00 pm.

- (2) The franchisee-owned Sweet Paris Crêperie No. 1 reported above in Table 2 opened April 2018 at 23501 Cinco Ranch Blvd, Suite S120, Katy, Texas 77494, and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 10:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 2 reported above in Table 2 opened February 2019 at 9595 Six Pines Drive, Suite 450, The Woodlands, Texas 77380, and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 10:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 3 reported above in Table 2 opened June 2019 at 15900 La Cantera Pkwy., Suite 19160, San Antonio, Texas 78256, and is open Sunday through Thursday 9:00 am to 9:00 pm and Friday through Saturday 8:00 am to 9:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 4 reported above in Table 2 opened March 2020 at 700 Baybrook Mall, Suite H105, Friendswood, Texas 77546, and is open Monday through Thursday 9:00 am to 9:00 pm, Friday 9 am to 10 pm, Saturday 8 am to 10 pm and Sunday 8 am to 9 pm.

The franchisee-owned Sweet Paris Crêperie No. 5 reported above in Table 2 opened August 2020 at 11410 Century Oaks Terrace, Suite 112, Austin, Texas 78758, and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 10:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 6 reported above in Table 2 opened October 2020 at 15911 City Walk, Sugar Land, Texas 77479, and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 10:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 7 reported above in Table 2 opened in December 2022 at 5335 NW 87th Ave, C101, Doral, Florida 33178 and is open Sunday through Thursday 8:00 am to 9:00 pm and Friday through Saturday 8:00 am to 9:00 pm.

The franchisee-owned Sweet Paris Crêperie No. 8 reported above in Table 2 opened in October 2023 at 265 Radio Dr., Woodbury, Minnesota 55125 and is open Monday through Sunday 8:00 am to 9:00 pm.

- (3) The “Cost of Goods Sold” category in Table 1 and Table 2 includes paper goods, baked goods, can and dry goods, dairy products, frozen products, meat, poultry, produce, seafood, wine and beer as well as all non-alcoholic beverages.
- (4) The “Labor Costs” category in Table 1 includes hourly payroll, salaries, bonuses, contract labor, payroll taxes, health insurance costs and worker’s compensation insurance, including the salaries of a General Manager and an Assistant Manager for each unit, but exclude the labor expenses related to our Regional Manager, Jonathan Youmans, our Director of Operations, who oversees the General Manager of each of the reported Sweet Paris Cafe locations, our Chief Development Officer, Alberto Landero and our founder and Manager Ivan Chavez. The labor costs figures do not include other forms of insurance, employee meals or other benefits.
- (5) The “Labor Costs” category in Table 2 includes hourly payroll, salaries, bonuses, contract labor, payroll taxes, health insurance costs and worker’s compensation insurance, including the salaries of a General Manager and an Assistant Manager for each unit. The labor costs figures do not include other forms of insurance, employee meals or other benefits.
- (6) The “Facility Expense” category in Table 1 and Table 2 includes base rent and all triple net and/or common area maintenance charges attributable to periods indicated. The

following expenses are included in the Facility Expense: repairs and maintenance, restaurant decorations, gas, electricity, water, property tax and business insurance.

- (7) The “Other Expenses” category in Table 1 includes the following: marketing expenses, bank charges, bank card merchant charges, computer and internet expenses, auto expenses, catering expenses, chemical purchases, repairs and maintenance, cleaning and laundry expenses, delivery fees, healthcare expenses, pest control, promotional expenses, restaurant supplies, shipping, freight and delivery, uniforms, dues and subscriptions, office expenses, bookkeeping and accounting costs, general administrative expenses, charitable contributions, parking fees, security expenses, stationary and printing, travel expenses, insurance, legal and professional fees, licenses and permits, storage, franchise taxes, and utilities.
- (8) The “Other Expenses” category in Table 1 excludes the following: franchise legal fees, franchise video expenses and accounting adjustment entries with respect to prior year accounting entries.
- (9) The “Other Expenses / Royalty Fee” category in Table 2 includes the following: Royalty Fee payments of 5% of Gross Sales, marketing expenses (including Marketing Fund contributions of 1% of Gross Sales and local marketing expenditure obligations of 2% of Gross Sales), bank charges, bank card merchant charges, computer and internet expenses, auto expenses, catering expenses, chemical purchases, repairs and maintenance, cleaning and laundry expenses, delivery fees, healthcare expenses, pest control, promotional expenses, restaurant supplies, shipping, freight and delivery, uniforms, dues and subscriptions, office expenses, bookkeeping and accounting costs, general administrative expenses, charitable contributions, parking fees, security expenses, stationary and printing, travel expenses, insurance, legal and professional fees, licenses and permits, storage, franchise taxes, and utilities.
- (10) The “Other Expenses / Royalty Fee” category in Table 2 excludes the following: accounting adjustment entries with respect to prior year accounting entries.
- (11) Because the Sweet Paris Crêperies whose results appear above in Table 1 are affiliate-owned and operated, they paid no Royalty Fees. You must consider your Crêperie's required Royalty Fee payment (currently 5% of Gross Sales) as part of expected operating expenses. The annual Royalty Fee that your Crêperie would have been required to pay had it achieved the median Gross Sales levels reflected in Table 1 above is identified in Table 3.

Under the Franchise Agreement, we have established a Marketing Fund into which you must contribute up to 2% (although currently 1%) of your Crêperie's monthly Gross Sales, and you must spend at least 2% of your Crêperie's annual Gross Sales on local advertising and marketing. Any amount that you are required to contribute to us toward the Marketing Fund in excess of 1% of Gross Sales will count toward your local marketing expenditure obligations.

The Marketing Fund Contribution amount in Table 3 represents the annual expense you would have been required to pay had it achieved the median Gross Sales levels reflected in Table 1 above.

The Local Advertising and Marketing amount in Table 3 represents the annual expense you would have been required to incur under the Franchise Agreement, had your Crêperie achieved the median Gross Sales levels reflected in Table 1 above.

- (12) The expense figures presented above in Table 1 and Table 2 are also presented as a percentage of Gross Sales, and were calculated using the following formula:

$$\frac{\text{Expense Figure}}{\text{Gross Sales}}$$

- (13) As indicated, you may incur bookkeeping and accounting costs not included in the above figures. Such costs associated with the above reflected Sweet Paris Crêperies are not included, as these costs are paid by a separate affiliate-owned company of ours.
- (14) The affiliate-owned unit reported above offers substantially the same products and services to the public as you will as a franchisee operating a franchised unit. The characteristics of the above included outlets do not differ materially from those of the outlet that may be offered to a prospective franchisee.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Scott Haehnel, Sweet Paris Franchise, LLC, 4400 Post Oak Parkway, Suite 2250, Houston, Texas 77027, (713) 234-6855, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary
For years 2022 to 2024**

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	6	7	+1
	2023	7	8	+1
	2024	8	11	+3
Company- Owned	2022	4	4	0
	2023	4	5	+1
	2024	5	5	0
Total Outlets	2022	10	11	+1
	2023	11	13	+2
	2024	13	16	+3

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024**

Column 1	Column 2	Column 3
State	Year	Number of Transfers
None	2022	0
	2023	0
	2024	0
Totals	2022	0
	2023	0
	2024	0