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Exhibits

- A. State Administrators and Agents for Service of Process
 - B. Franchise Agreement (with Exhibits)
 - C. Multi-Unit Development Agreement
 - D. Form of General Release
 - E. Financial Statements
 - F. Operations Manual Table of Contents
 - G. Current and Former Franchisees
 - H. State Addenda to Disclosure Document
 - I. State Addenda to Agreements
- State Effective Dates
Receipt (2 copies)

Current Franchisees

Exhibit G contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21 FINANCIAL STATEMENTS

We have not been franchising for three years or more and therefore cannot include all the financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit E contains our audited financial statements as of December 31, 2023 and December 31, 2024 dated March 14, 2025. Also attached is our unaudited financial statements from January 1, 2025 to October 31, 2025. Our fiscal year end is December 31.

Item 22 CONTRACTS

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

- B. Franchise Agreement (with Exhibits)
- C. Multi-Unit Development Agreement
- D. Form of General Release
- I. State Addenda to Agreements

Balance Sheet

The New Mom School Franchising, LLC

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
CK_8951_Chase	80,256.97
Limit Liability Company ...337 - 5	1,100,000.00
Total for Bank Accounts	\$1,180,256.97
Accounts Receivable	
Other Current Assets	
Payments to deposit	0.00
Prepaid Expenses	349,551.80
Total for Other Current Assets	\$349,551.80
Total for Current Assets	\$1,529,808.77
Fixed Assets	
Accumulated Amortization	-6,700.00
Accumulated Depreciation	-7,123.00
Auto Loan 2024	103,011.26
Franchise System	67,000.00
Franchise Website Build-Out	36,276.49
Long-term office equipment	
Computers & tablets	1,188.17
Custom Software or App	79,050.00
Furniture	1,454.63
Total for Long-term office equipment	\$81,692.80
Total for Fixed Assets	\$274,157.55
Other Assets	
Total for Assets	\$1,803,966.32
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
A. SPITZ (3023) - 1	19.98
Business Platinum Card® (1005) - 4	42,395.81
CC_2925_Citi	0.00
CC_3395_Citi	112.19

Balance Sheet

The New Mom School Franchising, LLC

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$42,527.98
Other Current Liabilities	
Convertible Notes Payable	
Bergman	25,000.00
Branting	50,000.00
Brockman	100,000.00
Carucci	100,000.00
Dad	25,000.00
David	100,000.00
Dhaliwal	50,000.00
Farsani	51,000.00
Foti	15,000.00
Glucoft	50,000.00
Grossman	50,000.00
Hatfeild (With Partners)	50,000.00
Heuser	150,000.00
Israel	200,000.00
Kushner	50,000.00
M. David	15,000.00
Planck	50,000.00
R.Carucci	50,000.00
Sandoval	50,000.00
Sirota	10,000.00
Stumpfl	50,000.00
Tucker	25,000.00
Total for Convertible Notes Payable	\$1,316,000.00
Deferred Revenue - Long Term	53,950.00
Deferred Revenue - Short Term	510,000.00
Total for Other Current Liabilities	\$1,879,950.00
Total for Current Liabilities	\$1,922,477.98
Long-term Liabilities	
2024 Vehicle Loan	57,990.96
Due To Newport	0.00
Total for Long-term Liabilities	\$57,990.96
Total for Liabilities	\$1,980,468.94
Equity	
Member Contribution	473,032.41
Member Distribution	-12,180.38
Opening balance equity	-78.92
Retained Earnings	-389,737.12

Balance Sheet

The New Mom School Franchising, LLC

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Net Income	-247,538.61
Total for Equity	-\$176,502.62
Total for Liabilities and Equity	\$1,803,966.32

Profit and Loss

The New Mom School Franchising, LLC

January 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Commission Payments	3,570.45
Franchise Revenue	454,000.00
Marketing Fund Income	14,871.41
Marketing Fund Refunds	-424.73
Paid Partnerships	10,000.00
Product Sales	
Merchandise / Retail	60.87
Total for Product Sales	\$60.87
Royalty Fee Income	111,695.79
Royalty Fee Refunds	-2,750.07
Software License Dues	\$33,500.00
Canva Fee	1,461.25
Email Software	1,293.00
Momence Fee	5,390.00
Total for Software License Dues	\$41,644.25
Technology Fees	5,000.00
Training and Onboarding Fee	51,000.00
Unapplied Cash Payment Income	9.61
Total for Income	\$688,677.58
Cost of Goods Sold	
Cost of goods sold	
Equipment rental	351.34
Instructor Training	12,240.00
Supplies & Materials	453.25
Total for Cost of goods sold	\$13,044.59
Total for Cost of Goods Sold	\$13,044.59
Gross Profit	\$675,632.99
Expenses	
Advertising & Marketing	
Advertising Fees (expensed from prepaid)	55,000.00
Creative Services	558.52
Digital Marketing	27,622.78
Email Marketing	17,802.00
Franchise Dev Paid Ads	86,579.12
Franchisee Marketing Plans	68,780.00
General Marketing & Photography	4,340.00
Marketing Contractor	18,000.00

Profit and Loss

The New Mom School Franchising, LLC

January 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Marketing Coordinator	31,736.36
Meals	5,489.00
Merchandise Inventory	2,820.66
Social Media	22,500.00
Social Media Marketing Subcontractor	2,000.00
Sponsorship Subcontractor	1,500.00
Website Hosting	2,997.43
Total for Advertising & Marketing	\$347,725.87
Automobile Expenses	
Gas & Oil	701.52
Parking & Tolls	6.00
Total for Automobile Expenses	\$707.52
Bank Charges & Fees	1,030.98
Business Software	57,093.50
Continuing Education & Training	26,176.00
Credit Card Fee	346.40
Dues & Subscriptions	319.55
Gifts to Clients	2,043.33
Insurance	\$10,005.19
Business insurance	3,005.92
Workers' Comp	5,418.65
Total for Insurance	\$18,429.76
Interest Paid	2,001.61
Legal & Professional Services	
Accounting	9,225.00
Construction / Real Estate Services	8,000.00
Consulting Fees	37,000.00
HR Support	97.34
Legal	36,024.65
Total for Legal & Professional Services	\$90,346.99
Melio services fee	262.50
Office Expenses	4,344.30
Office/General Administrative Expenses	782.50
Payroll Expenses	
401k Deductions	738.70
401k Fees	2,460.58
401k Match	7,195.75
Cell Phone/Internet Reimbursement	1,240.00
Payroll Fees	1,412.98
Payroll Taxes ER Paid	13,411.95

Profit and Loss

The New Mom School Franchising, LLC

January 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Salaries & Wages	\$13,362.05
Operations	150,458.72
Sales	\$55,466.80
Commissions	67,156.00
Total for Sales	\$122,622.80
VP Operations and Sales	26,022.75
Total for Salaries & Wages	\$312,466.32
Subscription Reimbursement	180.00
Total for Payroll Expenses	\$339,106.28
Payroll Taxes	
Federal Unemployment	189.25
Medicare	4,336.99
Social Security ER	18,544.46
State Unemployment	1,103.97
Total for Payroll Taxes	\$24,174.67
Phones	3,958.34
Rent & Lease	
Peerspace Rental	1,055.96
Total for Rent & Lease	\$1,055.96
Shipping & Postage	915.08
Taxes & Licenses	
Licenses & Permits	526.00
Total for Taxes & Licenses	\$526.00
Travel	1,799.46
Utilities	
Internet & TV services	25.00
Total for Utilities	\$25.00
Total for Expenses	\$923,171.60
Net Operating Income	-\$247,538.61
Other Income	
Other Expenses	
Net Other Income	
Net Income	-\$247,538.61

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEE OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSES AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that an Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a Franchisee to assent to a general release.
- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- The Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

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

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

Item 5 and Item 7 are amended to include the following: "The Initial Franchise Fee and other initial payments owed by franchisees to Franchisor shall be deferred until the Franchisor has completed its pre-opening obligations under the Franchise Agreement and franchisee has commenced operations of its Franchised Business."

MINNESOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

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

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

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

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

Section 4.1 of the Franchise Agreement and Section 1 of the Multi-Unit Development Agreement are amended to include the following: "The Initial Franchise Fee and other initial payments owed by franchisees to Franchisor shall be deferred until the Franchisor has completed its pre-opening

obligations to the franchisee and franchisee has commenced operations of its Franchised Business.”

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

FRANCHISEE:

**THE NEW MOM SCHOOL
FRANCHISING, LLC**

By: _____

By: _____

Date: _____

Date: _____

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	June 10, 2025
Hawaii	
Illinois	April 2, 2025
Indiana	<u>October 29, 2025</u>
Maryland	
Michigan	October 17, 2024 <u>2025</u>
Minnesota	
New York	June 17, 2025
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.