

SEA LOVE™

FRANCHISE DISCLOSURE DOCUMENT

Sea Love Franchise, LLC
A Maine limited liability company
40 Main Street, Building 13, #135
Biddeford, Maine 04005
Tel: 207-298-1649
barry@sealove.com
www.sealove.com

The franchise that we offer is for Sea Love, a boutique shop offering scent blending experiences and the retail sale of candles, home fragrances, and related products and services (each, a “Franchised Business” or “Boutique”). We offer individual unit Boutique franchises and area development franchises for the development of multiple Boutiques within a designated territory.

The total investment necessary to begin operation of a Sea Love Boutique under a franchise agreement is ~~\$141,29,750~~ to ~~\$315,320,000~~. This includes ~~\$748,000~~ to ~~\$948,000~~ that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Sea Love Boutique under a multi-unit development agreement is ~~\$177,250,204,750~~ to ~~\$549,605,000~~. This includes ~~\$74,149,000~~ to ~~\$94,364,000~~ that must be paid to the franchisor or its affiliates, along with a ~~\$38,400~~ development area fee for the second Boutique and a ~~\$24,500~~ development area fee for the third Boutique and a \$30,000 development area fee for each additional Boutique over and above the ~~second~~ ~~third~~ Boutique established under the multi-unit development agreement. The minimum number of Boutiques that you may agree to develop is three and the maximum is 10.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Stacy Miller and Barry Miller, Sea Love Franchise, LLC, 40 Main Street, Building 13, #135, Biddeford, Maine 04005.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 20, 2026, as amended on May 15, 2026

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and Multi-Unit Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Maine. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Maine than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets at risk if your franchise fails.
3. **Financial Support Condition**. The franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

Melissa Lake, Franchise Success Manager

Melissa Lake is our Franchise Success Manager and has served in this role since July 2024. From July 2021 to June 2024, Ms. Lake was a Senior Marketing Specialist at Advanced Biotechnologies LLC in South Dennis, Massachusetts.

ITEM 3
LITIGATION

First Bank of the Lake v. EASM Enterprises LLC, et al. (Butler County, Ohio Court of Common Pleas, Case No. CV 2026 01 0152). Sea Love Franchise, LLC, Barry Miller, and Stacy Miller are named as third party defendants in this action. The underlying lawsuit was filed by plaintiff First Bank of the Lake against defendants EASM Enterprises, LLC and John Benintendi, a Sea Love franchisee and its principal, in connection with a loan made by plaintiff to defendants. EASM Enterprises, LLC and John Benintendi filed a third party complaint against Sea Love Franchise, LLC, Barry Miller, and Stacy Miller, alleging that Sea Love Franchise, LLC and the Millers failed to provide sufficient support and oversight in connection with the operation of the franchisee's Sea Love Boutique located in Butler County, Ohio, which opened on October 28, 2024, and subsequently closed, and that as a result of such alleged failures, the defendants were unable to repay their loan to plaintiff. The third party defendants deny all liability and intend to file a responsive pleading raising all applicable defenses. No judgment has been entered against the third party defendants in this matter.

Other than the foregoing, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee in the amount of \$49~~59~~50,500 (the "Initial Franchise Fee"). The Initial Franchise Fee is fully earned by us upon payment. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this Disclosure Document.

Veteran's Discount

For qualified individuals who were honorably discharged from any branch of the United States Military we offer a 10% discount off of the Initial Franchise Fee for your first Franchise Agreement. This discount must be requested at the time of your initial franchise application and requires documented military service.

Franchisee Referral Program

If you are referred to us by one of our existing franchisees, at our discretion, we may elect to pay a referral fee to the referring franchisee. We may also offer referral incentives to our existing franchisees.

Opening Inventory

You must purchase your opening inventory of certain System Supplies from us or our affiliate. We estimate that your initial opening inventory of System Supplies, including candles and candle supplies, that you must purchase from us, or our affiliates will range between \$20,000 to \$40~~25~~25,000. Your initial opening inventory fees will be fully earned by us upon payment and are non-refundable.

On-Site Pre-Opening Support Fee

Within 30 days of the opening of your Sea Love Boutique one of our designated representatives will travel to your Boutique Location and provide on-site pre-opening support at your Boutique Location for a period of two days and you must pay to us an on-site pre-opening support fee (the “On-Site Pre-Opening Support Fee”) in connection with the on-site pre-opening support we provide. The On-Site Pre-Opening Support Fee is equal to an amount of \$4,500. The On-Site Pre-Opening Support Fee will be payable and due 30 days prior to the opening of your Boutique Location prior to us coming on-site to provide you with the pre-opening support. The On-Site Pre-Opening Support Fee is fully earned by us upon payment and non-fundable.

Multi-Unit Development Agreement

If you sign a Multi-Unit Development Agreement, you must pay a fixed non-refundable development area fee of ~~\$3840,000~~ for the second Boutique, ~~\$35,000~~ for the third Boutique and ~~\$24,500~~ \$30,000 for each Boutique over and above the ~~second~~ third Boutique (the “Development Area Fee”) authorized by the Franchise Agreement, that you will be authorized to develop under the Multi-Unit Development Agreement. The minimum number of Boutiques that you may agree to develop is three and the maximum is 10. The Development Area Fee that you must pay to us is in addition to the Initial Franchise Fee of ~~\$4959,500~~ that you must pay to us at the time of signing the Franchise Agreement for your first Boutique. At the time of signing the Franchise Agreement for each additional Boutique authorized by the Multi-Unit Development Agreement, over and above your first Boutique, you will not be required to pay us an additional Initial Franchise Fee. The Development Area Fee is fully earned by us upon payment, represents consideration for a designated development area as referenced in Item 12 of this Disclosure Document, and is used to defray our costs for providing pre-opening assistance and to offset certain franchise recruitment expenses. The method we use to calculate the Development Area Fee is uniform for all franchises that we offer through this Disclosure Document.

**ITEM 6
OTHER FEES**

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty (Notes 2 and 3)	6% of Gross Sales	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us.
Brand Development Fund (Note 4)	2% of Gross Sales	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us.
Franchisee Directed Local Marketing (Note 5)	The greater of: (a) 5% of Gross Sales; or (b) \$1,000 per month	As incurred	Must be spent by you monthly on pre-approved marketing within your designated territory.
Online Ordering, Customer Rewards, and Gift Cards (Note 6)	Currently not implemented by us but may be implemented in the future	As invoiced and as incurred	Payable to us or our designated supplier.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee ^(Note 1)	\$49,500 – \$49,500	Lump sum	When Franchise Agreement is signed	Us
On-Site Pre-Opening Support Fee ^(Note 2)	\$4,500 – \$4,500	Lump sum	Prior to on-site pre-opening support	Us
Construction and Leasehold Improvements ^(Note 3)	\$10,000 – \$80,000	As arranged	As incurred	Contractors, suppliers, and/or landlord
Lease Deposits – Three Months ^(Note 4)	\$2,500 – \$15,000	As arranged	As incurred	Landlord
Furniture, Fixtures, Equipment, and Office Expenses ^(Note 5)	\$10,000 – \$72,000	As arranged	As incurred	Suppliers
Signage ^(Note 6)	\$1,000 – \$10,250	As arranged	As incurred	Suppliers
Computer, Software, and Point of Sale System ^(Note 7)	\$3,750 – \$3,750	As arranged	As incurred	Suppliers
Grand Opening Marketing/Market Introduction Program ^(Note 8)	\$5,000 – \$6,000	As arranged	As incurred	Suppliers
Initial Inventory ^(Note 9)	\$45,000 – \$45,000	As arranged	As incurred	Us, affiliate, suppliers
Utility Deposits ^(Note 10)	\$500 – \$1,000	As arranged	As incurred	Suppliers
Insurance Deposits – Three Months ^(Note 11)	\$500 – \$1,000	As arranged	As incurred	Insurers
Travel for Initial Training ^(Note 12)	\$1,000 – \$2,000	As arranged	As incurred	Airlines, hotels, restaurants
Professional Fees ^(Note 13)	\$1,000 – \$5,000	As arranged	As incurred	Attorneys, accountants, architects, advisors
Licenses and Permits ^(Note 14)	\$500 – \$5,000	As arranged	As incurred	Government

Additional Funds – Three Months ^(Note 15)	\$10,000 – \$15,000	As arranged	As incurred	Us, employees, suppliers, landlord, utility suppliers
Total Estimate ^(Note 16)	\$141,29,750 – \$315,320,000			

Explanatory Notes to Item 7 for a Franchise Agreement

Note 1: Initial Franchise Fee – The Initial Franchise Fee for a single franchise under a Franchise Agreement is \$495,500. All fees are non-refundable. We do not finance any portion of your initial fees.

Note 2: On-Site Pre-Opening Support Fee – Within 30 days of the opening of your Sea Love Boutique one of our designated representatives will travel to your Boutique Location and provide on-site pre-opening support at your Boutique Location for a period of two days and you must pay to us On-Site Pre-Opening Support Fee in connection with the on-site pre-opening support we provide. The On-Site Pre-Opening Support Fee is equal to an amount of \$4,500. The On-Site Pre-Opening Support Fee will be payable and due 30 days prior to the opening of your Boutique Location prior to us coming on-site to provide you with the pre-opening support. The On-Site Pre-Opening Support Fee is fully earned by us upon payment and non-fundable.

Note 3: Construction and Leasehold Improvements – This estimate is for the cost of construction, construction management and build-out of a Sea Love Boutique location but does not include costs associated with furniture, fixtures and equipment which are separately disclosed in this Item 7. This estimate assumes that the typical square footage for a Boutique range from 1,000 to 2,500 square feet and that the site of the Boutique location that you select is delivered to you in an enhanced shell condition with pre-installed improvements including installed and functional HVAC systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls prepared for painting and a concrete slab floor. This estimate does not include architectural fees or other fees charged by licensed professionals other than general contractors and licensed tradesmen. The costs for developing your Boutique may be higher or lower than the estimates provided.

Note 4: Lease Deposits – Three Months – You must operate your Sea Love Boutique from a Boutique Location that we approve and that complies with state and local law. If you do not already own or lease a suitable location you will be required to lease a location that has been approved by us as meeting our brand standards. This estimate assumes that you will be leasing your Boutique Location and is limited to the estimated amount of your initial lease deposit and initial three months of rent. The typical square footage of a Boutique ranges from 1,000 to 2,500 square feet. The amount of your lease deposit and rent is highly variable and is something that you will directly negotiate with your landlord. This estimate does not include the purchase of real property.

Note 5: Furniture, Fixtures and Equipment – You will be required to purchase certain types of furniture, fixtures and equipment for your Boutique. Among other things, you will be required to purchase retail products, candle making products and materials, collateral, and computer equipment from us, our approved manufacturers, and/or suppliers and/or subject to our specifications. The costs for furniture and fixtures may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of furniture, fixtures and equipment will depend on the size of your Boutique. The costs listed here do not include any transportation or set up costs. It is assumed that some of the equipment will be leased. If you elect to purchase such equipment, your costs may be higher. Third party financing may be available for qualified candidates for some of the leasehold improvement costs, however,

Note 15: Additional Funds – This is an estimate of the minimum recommended levels of additional funds that may be required to cover operating expenses such as employee salaries, inventory, rent, and utilities only for the initial three month period following the opening of your Boutique. This estimate does not include compensation to you or your owners and does not include interest, finance charges, or payments that may be incurred by you if you financed the development of your Boutique. In making this estimate, we have relied on the experiences of our affiliate in developing and operating a Sea Love Boutique. This is only an estimate for your initial three months of operations and more working capital and additional funds may be required depending on the sales and performance of your Boutique.

Note 16: About Your Estimated Initial Investment – This is an estimate of the initial start-up expenses for a Sea Love Boutique. We have based these estimates on the experiences of our affiliate and franchisees in developing a Sea Love Boutique. These are only estimates and your costs and, the range of those costs, may vary. These estimates do not include interest and financing charges that you may incur, and they do not include management level compensation payable to you or your owners. These estimates are for one Boutique only. If you sign a Multi-Unit Development Agreement, the estimated amount will be required for each Boutique that you develop.

YOUR ESTIMATED INITIAL INVESTMENT

B. Multi-Unit Development Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Area Fee ^(Note 1)	\$62,500 – \$234,285, <u>5,000</u> <u>000</u>	Lump sum	When Franchise Agreement and Multi-Unit Development Agreement are signed	Us
Estimated Initial Investment to Open One Boutique ^(Note 2)	\$114,129, – \$345,320, <u>750</u> <u>000</u>	Estimated Initial Investment is based on estimate contained in Table A, above, of this <u>Item 7</u> , for a Franchise Agreement. See, Table A.		
Total Estimate ^(Note 3)	\$177,250 – \$549,204.750 – \$605,000			

Explanatory Notes to Item 7 for a Franchise Agreement with a Multi-Unit Development Agreement

Note 1: Development Area Fee and Franchise Fees – When you sign a Multi-Unit Development Agreement you must also sign a Franchise Agreement for the first Boutique to be developed by you. When you sign our Multi-Unit Development Agreement, in addition to paying the Initial Franchise Fee for your first Boutique, you will also pay to us a Development Area Fee equal to ~~\$384,000~~ for the second Boutique, ~~\$35,000~~ for the third boutique and ~~\$24,500~~30,000 for each Boutique over and above the ~~second~~third Boutique that is authorized for development within the Development Area. The minimum number of Boutiques that you may be authorized to develop under a Multi-Unit Development Agreement is three and the maximum number is 10. You will not be required to pay to us an Initial Franchise Fee at the time of signing the Franchise Agreement for each additional Boutique.

		transferred in accordance with the terms of the Franchise Agreement. If the franchisee is a Corporate Entity, within 30 days of the death or permanent disability of your Managing Owner, if there are other Owners, must appoint a replacement Operating Manager approved by us and within 60 days of such appointment the replacement Operating Manager must complete, to our satisfaction, our initial training program.
q. Non-competition covenants during the term of the franchise	6	No involvement in any competitive business and must comply with confidentiality, non-disclosure and non-solicitation covenants. <u>Subject to applicable state laws.</u>
r. Non-competition covenants after the franchise is terminated or expires	6, 17.C.	No involvement, ownership or interest whatsoever for 24 months in any competing business in: your Designated Territory; a 25-mile radius of your Designated Territory; a 10-mile radius of the Designated Territory of any other Boutique; and you must comply with confidentiality, non-disclosure and non-solicitation covenants. <u>Subject to applicable state laws.</u>
s. Modification of the agreement	18.L.	Requires writing signed by you and us, except for unilateral changes that we may make to the Operations Manual or our unilateral reduction of the scope of a restrictive covenant that we may make in our discretion.
t. Integration/merger clauses	18.M.	Only the terms of the Franchise Agreement and schedules to the Franchise Agreement and the respective signed exhibits to the Franchise Agreement are binding, subject to state law. Nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	18.G.	Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding mediation within York County, Maine or the nearest suitable location to our corporate headquarters at the time such mediation is conducted as chosen by the mediator and, if mediation is unsuccessful, then to binding arbitration in York County, Maine or the nearest suitable location to our corporate headquarters at the time such arbitration is conducted as chosen by the arbitrator. This provision is subject to applicable state law.
v. Choice of forum	18.G.	Except for certain claims for injunctive relief, all litigation proceedings must be conducted in, the appropriate State or Federal Court within or closest to either York County, Maine or the State or Federal Court nearest to our corporate headquarters at the time such action is commenced. This provision is subject to applicable state law.

Franchisee shall keep and maintain the confidentiality of the operations manual and, shall keep and maintain all files, data and information contained in the operations manual in a secure location and/or in a protected confidential state and, as otherwise directed by Franchisor. The master copy and official version of the operations manual is and shall be the copy and/or version maintained and designated by Franchisor in Franchisor's ordinary course of business.

Franchisor shall provide Franchisee with reasonable notice of modifications and changes made to the operations manual and, such notice may take the form of electronic communications including emails and, if the operations manual is maintained on an online web based platform, notifications within said platform. Franchisor shall provide Franchisee with a reasonable period of time, as determined by Franchisor, in Franchisor's Reasonable Business Judgment, to implement changes and modifications as set forth in the operations manual. Without limitation to the foregoing, Franchisee may only offer and sell the Approved Products and Services and utilize the System Supplies as designated by Franchisor, in Franchisor's Reasonable Business Judgment, in the operations manual and, in accordance with the terms, specifications and requirements set forth in the operations manual and as Franchisor may supplement and modify the operations manual from time to time or, as Franchisor may otherwise designate in writing.

ARTICLE 5

FEES

5.A. INITIAL FRANCHISE FEE

Upon execution of this Agreement Franchisee shall pay to Franchisor a non-recurring initial franchisee fee (the "Initial Franchise Fee") of \$4959,500. The Initial Franchise Fee is fully earned by Franchisor upon execution of this Agreement and is not refundable.

5.B. ROYALTY FEES

Throughout the Term of this Agreement, Franchisee shall pay to Franchisor a continuing weekly non-refundable royalty fee (the "Royalty Fee") in an amount equal to 6% (the "Royalty Rate") of Franchisee's weekly Gross Sales. The Royalty Fee shall be calculated on a weekly basis for each respective weekly Accounting Period. The Royalty Fee during any Renewal Term shall be determined by Franchisor but shall not be less than the Royalty Fee and Royalty Rate set forth in this Agreement. If any federal, state or local tax or withholding obligation, other than an income tax, is imposed on the Royalty Fee paid by Franchisee to Franchisor that, Franchisor cannot directly and, dollar for dollar, offset against taxes required to be paid by Franchisor under any applicable federal or state laws, then Franchisee must compensate Franchisor in amounts that offset the tax / withholding obligations.

On-Going Obligation: The Royalty Fee is an on-going obligation due from Franchisee to Franchisor, is payable in United States Dollars and, as designated by Franchisor, is to be calculated and paid weekly (unless another recurring Accounting Period is designated by Franchisor) on the Gross Sales for the previous weekly Accounting Period for each and every week throughout the Term of this Agreement and any applicable renewal term.

Payment and Due Date: Royalty Fee payments will be paid weekly and sent by ACH, electronic funds transfer, or as otherwise designated by Franchisor and shall be due on the Thursday of each weekly Accounting Period (for the preceding week and each week thereafter throughout the entire Term of this Agreement) or such other specific day of the week that Franchisor designates from time to time or for such other period that Franchisor may designate (the "Due Date")(the term Due Date is further defined in Article 1 of this Agreement).

E-Commerce Credit: As applicable and determined by Franchisor and provided that Franchisee is in compliance with the terms of this Agreement, if Franchisee is entitled to an E-Commerce Credit,

SEA LOVE™ Multi-Unit Development Agreement – Schedule A

DEVELOPMENT INFORMATION TERM SHEET

This Development Information Term Sheet is attached to, is incorporated into, and forms a part of the Sea Love Multi-Unit Development Agreement between Sea Love Franchise, LLC, a Maine limited liability company with a principal place of business located at 40 Main Street, Building 13, #135, Biddeford, Maine, 04005, (the “Franchisor”) and _____ (the “Franchisee”).

Defined terms shall have the meanings set forth in the Sea Love Multi-Unit Development Agreement between Franchisor and Franchisee and are further defined and set forth in this Development Information Term Sheet.

If Franchisee is a Corporate Entity, Franchisee represents and affirms to Franchisor that the following is a list of each Owner of Franchisee:		
Owner Name	Owner Address	Ownership Interest Percentage

Development Area Fee	Total Development Boutiques
\$ _____	[-----]

Development Area
[To be Effective this Schedule Must be Completed and Signed by Franchisor]

Development Boutique Initial Franchise Fee for the First Development Boutique
FIRST DEVELOPMENT BOUTIQUE: The Development Boutique Initial Franchise Fee for the First Development Boutique is: \$4959,500, payable and due upon execution of the applicable Franchise Agreement for the First Development Boutique. This initial franchise fee is separate from and in addition to the Development Area Fee.

Development Boutique Initial Franchise Fee for Other Development Boutiques
OTHER AUTHORIZED DEVELOPMENT BOUTIQUES: Provided that Franchisee is not in default of the terms of this Sea Love Multi-Unit Development Agreement (including but not limited to the Development Schedule set forth below) and that neither Franchisee nor Franchisee’s affiliates are in default of any Franchise

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.

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

G. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

New York FDD Amendment
Amendments to the Sea Love
Franchise Disclosure Document

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

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

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a

13. Article 18.I. of the Franchise Agreement and, if Franchisee executes a Development Agreement, Section 7.8 of the Development Agreement, under the heading "Limitations of Claims," shall be supplemented by the addition of the following statement:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

14. Article 18 of the Franchise Agreement and if Franchisee executes a Development Agreement, Section 7 of the Development Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 18.Z. to the Franchise Agreement and Section 7.24 of the Development Agreement:

Any foregoing acknowledgments are not intended to, nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

15. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

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

17. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to the Sea Love Franchise, LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

Franchisor: Sea Love Franchise, LLC

Franchisee:

Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

Signature

Name (please print)

Sea Love Franchise, LLC
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all the agreements carefully.

If Sea Love Franchise, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Sea Love Franchise, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified in Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is: April 20, 2026, as amended on May 15, 2026

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Stacy Miller	40 Main Street, Building 13, #135, Biddeford, Maine 04005	207-298-1649
Barry Miller	40 Main Street, Building 13, #135, Biddeford, Maine 04005	207-298-1649
Lorraine DeVaux	40 Main Street, Building 13, #135, Biddeford, Maine 04005	207-298-1649
Melissa Lake	40 Main Street, Building 13, #135, Biddeford, Maine 04005	207-298-1649

I received a Disclosure Document issued on April 20, 2026, as amended on May 15, 2026 that included the following exhibits:

A. List of State Administrators	G. List of Franchisees
B. List of Agents for Service of Process	H. List of Franchisees Who Have Left the System
C. Operations Manual Table of Contents	I. State Specific Addenda
D. Financial Statements	J. State Effective Dates
E. Franchise Agreement	K. Receipts
F. Multi-Unit Development Agreement	

_____ **Date** _____ **Print Name** _____ **Signature**

_____ **Date** _____ **Print Name** _____ **Signature**

Please sign this copy of the receipt, date your signature, and return it to Sea Love Franchise, LLC, 40 Main Street, Building 13, #135, Biddeford, Maine 04005.