Form C

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Name of issuer:

Brunson Martin Enterprises LLC

Legal status of issuer:

Form:

Limited Liability Company

Jurisdiction of Incorporation/Organization:

WA

Date of organization:

1/23/2016

Physical address of issuer:

655 South Andover Street
Seattle, WA 98108

Website of issuer:

https://frankieandjos.com/

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.9% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

- ☐ Common Stock
- ☐ Preferred Stock
- ☐ Debt
- ☑ Other

Describe the security offered:

Series A Preferred Units

Target number of securities to be offered:

66,667

Price:

$1.00

Method for determining price:

Dividing pre-money valuation $1,800,000.00 (or $1,350,000.00 for investors in the first $50,000) by number of units outstanding on fully diluted basis.

Target offering amount:

$50,000.00

Oversubscriptions accepted:

- [x] Yes
- [ ] No

Disclose how oversubscriptions will be allocated:

- [ ] Pro-rata basis
- [ ] First-come, first-served basis
- [x] Other

Describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

$124,000.00

Deadline to reach the target offering amount:

4/30/2027

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be canceled and committed funds will be returned.

Current number of employees:

40

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$1,140,416.00	$1,269,593.00
Cash & Cash Equivalents:	$78,667.00	$115,426.00
Accounts Receivable:	$41,936.00	$98,808.00
Current Liabilities:	$205,912.00	$243,052.00
Non-Current Liabilities:	$358,828.00	$373,954.00
Revenues/Sales:	$2,361,231.00	$2,598,365.00
Cost of Goods Sold:	$429,611.00	$496,626.00
Taxes Paid:	$2,400.00	$2,400.00
Net Income:	($74,910.00)	($8,768.00)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Brunson Martin Enterprises LLC

COMPANY ELIGIBILITY

2. [x] Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

☐ Yes
☑ No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined
Autumn Martin	Founder and CEO	Brunson Martin Enterprises LLC	2016
Kari Brunson Wright	Co-Founder and Manager	Brunson Martin Enterprises LLC	2016

For three years of business experience, refer to Appendix D: Director & Officer Work History.

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Brian McFadin	Chief Operating Officer	2021
Autumn Martin	CEO	2016

For three years of business experience, refer to Appendix D: Director & Officer Work History.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	% of Voting Power Prior to Offering
Autumn Martin	20%+
Kari Brunson Wright	20%+

Business and Anticipated Business Plan

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan.

RISK FACTORS

8. Discuss the material factors that make an investment in the issuer speculative or risky:

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose the entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

> Frankie & Jo's has been operating since 2016 and remains in a growth stage. The Company achieved financial profitability prior to covid and has been struggling since to achieve sustained profitability. Our ability to achieve profitability depends on numerous factors, many of which are beyond our control, including our ability to increase sales volume, manage operating costs across multiple retail locations, maintain product quality and consistency, and successfully compete in the ice cream market. There is no assurance that we will ever achieve or sustain profitability, and if we do not, investors may lose their entire investment.

> Our business is managed by a small team of employees who are responsible for all aspects of our operations, including product development, retail management across multiple locations, supply chain oversight, marketing, and financial management. The loss of any key member of our management team or other key personnel could severely disrupt our operations and impair our ability to execute our business plan, although our Founder has 18 years experience in business ownership and understands how to respond as needed and necessary.

> A substantial portion of the proceeds from this offering will be used to open a new retail scoop shop location. Opening and operating new retail locations involves significant risks and uncertainties, including the ability to identify and secure suitable locations with favorable lease terms, complete build-outs within budget and on schedule, obtain necessary permits and licenses, hire and train qualified staff, and achieve sufficient customer traffic and sales volumes to justify the investment. Real estate costs, construction expenses, and labor costs can exceed projections, and new locations may take longer than expected to reach profitability or may never become profitable. The success of new locations depends on numerous factors beyond our control, including local competition, demographic trends, foot traffic patterns, and economic conditions in the area. If our new location does not perform as anticipated, we may not recover our investment, which would adversely affect our financial condition and ability to execute our growth strategy.

> As an ice cream retailer, our business experiences seasonal variations in customer demand, with higher sales typically occurring during warmer months and lower sales during colder periods. These seasonal fluctuations affect both our retail scoop shop operations and our shipping business. Unseasonably cold or wet weather during peak seasons can significantly reduce foot traffic to our retail locations and decrease consumer demand for frozen desserts. Conversely, we must maintain adequate inventory, staffing, and production capacity during slower periods, which increases our fixed costs relative to revenue. This seasonality creates challenges in managing cash flow,

inventory levels, staffing requirements, and working capital throughout the year. If we are unable to effectively manage these seasonal variations or if weather patterns are unfavorable during our peak selling seasons, our financial results could be materially adversely affected.

The proceeds from this offering will provide working capital and fund certain growth initiatives, but we will likely require additional capital in the future to fully execute our business plan, open additional retail locations, expand our distribution network, invest in production capacity, and support ongoing operations. We do not currently have commitments for additional financing, and there can be no assurance that we will be able to raise additional capital when needed or on terms favorable to the company and existing investors. Our ability to obtain additional financing will depend on numerous factors, including our financial performance, market conditions, investor appetite for food and beverage companies, and the overall economic environment. If we are unable to obtain sufficient additional capital, we may be forced to delay, reduce, or eliminate planned expansion activities, which could harm our competitive position and long-term prospects. Any future equity financings will result in dilution to existing investors.

As a food manufacturer and retailer, we are subject to extensive regulation by federal, state, and local authorities, including the Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments. These regulations govern numerous aspects of our business, including food safety and sanitation, manufacturing processes, ingredient sourcing and labeling, nutritional claims, allergen disclosures, facility inspections, employee health and hygiene, and product recalls. The regulatory requirements applicable to food businesses are complex, subject to change, and may be interpreted or enforced differently by various regulatory authorities. Compliance with these regulations requires significant resources and ongoing attention. Any failure to comply with applicable regulations, even if inadvertent, could result in warning letters, fines, penalties, product recalls, facility closures, or restrictions on our ability to manufacture or sell our products. Food safety incidents, whether or not resulting from our own operations, could result in negative publicity, loss of consumer confidence, and significant legal and financial liabilities. Changes in food safety regulations or labeling requirements could require us to modify our products, processes, or labeling, which could be costly and time-consuming.

Our success depends in part on our proprietary recipes, production methods, flavor profiles, and other trade secrets and confidential information that differentiate our products from competitors. We rely primarily on trade secret protection and confidentiality agreements with employees and partners rather than patents to protect this intellectual property. However, trade secrets can be difficult to protect, and we cannot guarantee that our confidentiality measures will be adequate or that our trade secrets will not be disclosed, misappropriated, or independently developed by competitors. Former employees or business partners could use knowledge gained while working with us to benefit competitors or to develop competing products. If we are unable to protect our intellectual property or if we are found to infringe the rights of others, our competitive position and financial condition could be materially harmed.

Our business operations, particularly our retail scoop shops, are vulnerable to disruption from events beyond our control, including pandemics, epidemics, natural disasters, severe weather events, fires, power outages, civil unrest, and other force majeure events. Such events could force temporary or extended closures of our retail locations, disrupt our supply chain, prevent employees from working, reduce customer traffic, or create unsafe conditions for operations. The COVID-19 pandemic demonstrated the significant impact that public health crises can have on retail food businesses, including mandatory closures, capacity restrictions, changes in consumer behavior, and economic uncertainty. Our retail locations in Seattle and other West Coast cities may be particularly vulnerable to earthquakes, wildfires, or other regional disasters. While we may have some insurance coverage, such coverage may not be adequate to cover all losses or may not be available for certain types of events. Extended disruptions to our operations could result in lost revenue, increased costs, spoiled inventory, and long-term damage to our business that could be difficult or impossible to recover from.

An investment in these securities is highly speculative and involves a high degree of risk. Investors should be prepared for the possibility of losing their entire investment. There is no public market for these securities, and none is expected to develop in the foreseeable future. The securities are subject to substantial restrictions on transfer and cannot be sold without registration under federal and state securities laws or an applicable exemption. Even if an exemption is available, finding a buyer may be difficult or impossible. Investors must be prepared to hold these securities indefinitely and should not invest unless they can afford to lose their entire investment. The securities are also subject to a minimum one-year holding period under federal securities laws. The company has no obligation to register the securities for resale, pursue a liquidity event, or facilitate any secondary market for the securities. The illiquid nature of this investment means that investors will not be able to access their capital when needed and will have no ability to respond to changes in the company's performance or market conditions by selling their securities.

Investors in this offering will hold a minority position and will have no ability to control or significantly influence the management or strategic direction of the company. The company's management and existing stockholders will retain control over all decisions regarding the business, including decisions relating to raising additional capital, incurring debt, issuing additional securities, entering into significant contracts, making acquisitions or dispositions, declaring dividends, and determining whether and when to pursue a sale or other liquidity event. Investors will have limited voting rights and limited access to information about the company's operations and financial performance. Unlike public companies, we are not required to provide regular financial reports or hold annual meetings, and investors will have minimal ability to monitor their investment or hold management accountable. Management may make decisions that investors disagree with or that adversely affect the value of their investment, and investors will have no recourse other than the limited rights provided under applicable corporate law. This lack of control and information creates significant risks for minority investors who must rely entirely on management's judgment and integrity.

In connection with this offering, the founder has designated themselves as the lead investor who will sign documents and make certain decisions on behalf of all investors in the special purpose vehicle. This arrangement creates a significant and inherent conflict of interest because the founder simultaneously holds positions representing the company's interests as an operator and decision-maker while also purporting to represent the investors' interests as their designated representative. The founder will have access to material non-public information about the company's operations, financial condition, and prospects that other investors do not have, and may make decisions in their capacity as investor representative that benefit the company or the founder personally at the expense of other investors. There is no independent third-party investor advocate or representative to protect the interests of crowdfunding investors or to provide a check on potential conflicts of interest. Decisions regarding investor rights, amendments to investment documents, waivers of company obligations, or responses to company actions will be made by the founder, who has every incentive to favor the company's interests over those of minority investors. Investors will have no ability to replace the investor representative or to challenge decisions made on their behalf, even if such decisions are detrimental to their interests.

The ice cream and frozen dessert market is highly competitive and includes numerous well-established companies with significantly greater financial resources, brand recognition, distribution networks, and marketing capabilities than we possess. We compete not only with traditional dairy ice cream brands but also with a rapidly expanding array of plant-based and alternative dairy products from both established food companies and emerging startups. Many of our competitors have the resources to invest heavily in product development, marketing, promotional activities, and retail placement, which may make it difficult for us to differentiate our products and maintain or grow our market share. Large competitors may also be able to offer lower prices due to economies of scale or may engage in aggressive promotional pricing that we cannot match. If we are unable to compete effectively, our business, financial condition, and results of operations will be materially adversely affected.

Our business is predicated on continued consumer interest in and demand for plant-based and dairy-free food products. While the plant-based food sector has experienced significant growth in recent years, there is no assurance that this trend will continue or that consumer preferences will not shift away from plant-based alternatives. Consumer tastes and dietary preferences are subject to change based on numerous factors, including health and nutrition research, food trends, price sensitivity, taste preferences, and cultural factors. Some consumers may perceive plant-based products as inferior in taste or texture to traditional dairy products, or may be unwilling to pay premium prices for plant-based alternatives. Our plant-based ice cream is unique in that it reaches any and all easters, and many of our customers are omnivores. And yet, the plant-based food market has become increasingly crowded, which may lead to consumer fatigue or confusion. Economic downturns may also cause consumers to reduce discretionary spending on premium-priced specialty food products. If consumer demand for plant-based ice cream declines or fails to grow as we anticipate, our sales and revenue could be adversely affected.

A small portion of our business model relies on third-party platforms and service providers for significant portions of our revenue and operations. We depend on Goldbelly for nationwide shipping, DoorDash and Uber Eats for local delivery services, and various grocery retailers for distribution. These platforms control customer relationships, pricing structures, commission rates, and terms of service, all of which can change with little or no notice. If any of these platforms were to terminate our relationship, significantly increase fees, change their algorithms in ways that reduce our visibility, experience technical difficulties, or cease operations, our ability to reach customers and generate revenue through these platforms could be materially impaired. We have limited control over these platforms and cannot guarantee the continuation of these relationships on favorable terms or at all.

We expect to require additional capital through future equity financings to fund our operations and growth initiatives. Any such future issuances of equity securities will dilute the percentage ownership of existing investors, potentially significantly. Future investors may negotiate terms that are more favorable than those available to investors in this offering, including lower purchase prices, superior liquidation preferences, enhanced voting rights, anti-dilution protections, or other preferential terms. The company has broad discretion to determine the terms of future financings, and existing investors will have little or no ability to influence these decisions.

Our production depends on a consistent supply of ingredients and other materials that meet our quality standards and specifications. We source various ingredients from third-party suppliers, some of which may be specialized or limited in availability. Disruptions to our supply chain could result from numerous factors beyond our control, including supplier financial difficulties or operational failures, agricultural conditions affecting crop yields, transportation and logistics challenges, natural disasters, geopolitical events, trade disputes, or global health crises. Such disruptions could result in ingredient shortages, quality issues, or significant price increases that we may not be able to pass on to customers. We may have limited alternative sources for certain specialized plant-based ingredients, and qualifying new suppliers can be time-consuming and costly. If we are unable to obtain adequate supplies of key ingredients on acceptable terms, we may be forced to reformulate products, raise prices, or experience production delays, any of which could harm our brand reputation and financial performance.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **$50,000**

Use of Proceeds: If only the minimum target amount is raised, Frankie & Jo's expects to use proceeds approximately as follows: 92.1% Working Capital and Operations and 7.9% Wefunder fee and related offering expenses. Management intends to allocate proceeds as described but may adjust priorities based on operational needs, market conditions, and timing of distribution opportunities.

If we raise: **$124,000**

Use of Proceeds: If the maximum offering amount is raised, including any oversubscriptions, Frankie & Jo's expects to use proceeds approximately as follows: 92.1% Working Capital and Operations and 7.9% Wefunder fee and related offering expenses. Management expects to allocate proceeds as described but may adjust amounts among categories based on lease availability, build-out costs, and evolving operational requirements.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of the SPV. In addition, investors' interests in the investments will be recorded in each investor's "Portfolio" page on the Wefunder platform. All references in this Form C to an Investor's investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline.

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be canceled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be

extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

Priced Round: $1,800,000.00 pre-money valuation

See exact security attached as Appendix B, Investor Contracts

Brunson Martin Enterprises LLC is offering up to 140,666 shares of Series A Preferred Units, at a price per share of $1.00.

Investors in the first $50,000.00 of the offering will receive Series A Preferred Units at a price per share of $0.75, and a pre-money valuation of $1,350,000.00.

The campaign maximum is $124,000.00 and the campaign minimum is $50,000.00.

Securities Issued by the SPV Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure, voting power, and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company. While the Issuer may be required to pay an annual administrative fee for the maintenance of the SPV, investors should note the Company's use of the SPV will not result in any additional fees being charged to investors.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect.

Proxy to the Lead Investor The SPV securities have voting rights. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the Lead Investor as the Investor's true and lawful proxy and attorney (the "Proxy") with the power to act alone and with full power of substitution, on behalf of the Investor to: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time period, it shall remain in effect.

Restriction on Transferability The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- ☐ Yes
- ☑ No

15. Are there any limitations on any voting or other rights identified above?

See the above description of the Proxy to the Lead Investor.

16. How may the terms of the securities being offered be modified?

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and

B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

Restrictions on Transfer of the Securities Being Offered:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Description of Issuer's Securities

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Authorized	Outstanding	Voting rights
Common Units	1800000	1800000	☑
Series A Preferred Units	520000	0	☐

Class of Security	Total Pool
Warrants	None
Options	None

Describe any other rights:

Common Units have voting rights. Preferred Units hold no voting rights, except consent to amendments that reduce the liquidation preference or distribution rights, and to any new Units senior to the Series A Preferred Units. They also have 1x non-participating liquidation preference, reduced by distributions previously received. No anti-dilution protection.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the unitholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, **the unitholders** may change the terms of the Operating Agreement for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an Investor's interest will typically also be diluted.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we will perform valuations of our common units that take into account factors such as the following:

unrelated third party valuations of our common units;

the price at which we sell other securities, such as convertible debt or preferred units, in light of the rights, preferences and privileges of our those securities relative to those of our common units;

our results of operations, financial position and capital resources;

current business conditions and projections;

the lack of marketability of our common units;

the hiring of key personnel and the experience of our management;

the introduction of new products;

the risk inherent in the development and expansion of our products;

our stage of development and material risks related to our business;

the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;

industry trends and competitive environment;

trends in consumer spending, including consumer confidence;

overall economic indicators, including gross domestic product, employment, inflation and interest rates; and

the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Management, and the Investor will have no independent right to name or remove an officer or member of the Management of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

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23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from unitholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

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24. Describe the material terms of any indebtedness of the issuer:

Loan
Amount: $45,000.00
Outstanding principal plus interest: $45,000.00 as of 11/24/2026
Maturity date: 8/31/2027
Quickbooks (Loan): $45,000 outstanding of an original $45,000 matures August 2027.

Loan
Amount: $33,431.00
Outstanding principal plus interest: $33,431.00 as of 11/24/2026
Maturity date: 5/1/2027
Square (line of credit)

Loan
Amount: $96,443.00
Outstanding principal plus interest: $96,443.00 as of 11/24/2026
Interest rate: 6.2% per annum
Maturity date: 2/1/2029
Equipment Loan from Washington Trust Bank. Original principal of $240,000

Loan
Amount: $15,554.00
Outstanding principal plus interest: $15,554.00 as of 11/24/2026
Interest rate: 6.16% per annum
Maturity date: 8/31/2029
Washington Trust Bank loan, original principal of $100,000

Loan
Amount: $51,731.00
Outstanding principal plus interest: $51,731.00 as of 11/24/2026
Interest rate: 7.25% per annum
Maturity date: 3/23/2028
Internal Revenue Service installment agreement

Loan
Lender: Kari Brunson Wright
Amount: $40,000.00
Outstanding principal plus interest: $40,000.00 as of 11/24/2026
Interest rate: 8.0% per annum
Under the proposed purchase agreement described in Item 31, these notes would be amended and restated at closing with new payment terms, and Autumn Martin would personally guarantee repayment.

Related party
Name: Kari Brunson Wright
Relationship: Manager and member
Amount: $40,000.00

Loan

Lender: Autumn Martin
Amount: $156,634.00
Outstanding principal plus interest: $156,634.00 as of 11/24/2026
Interest rate: 8.0% per annum
Loan from Managing Member

Related party
Name: Autumn Martin
Relationship: Manager and member
Amount: $156,634.00

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering date	Exemption	Security type	Amount sold	Use of proceeds
No exempt offerings.				

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12- month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or any immediate family member of any of the foregoing persons.

☑ Yes
☐ No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Ms. Martin has personally guaranteed all Company's leases and loans from Washington Trust Bank. Ms. Brunson Wright has personally guaranteed certain Company obligations, which may include loans from Washington Trust Bank (approximately $100,000), the lease of the Dakota Street premises with Wallace Properties / Dakota Street LLC, the lease of the Capitol Hill location, and Company credit cards with Bank of America.

Ms. Brunson Wright and Ms. Martin are employees of the Company. In 2025, Ms. Brunson Wright received a salary of $145,000 and Ms. Martin received a salary of $130,000. In 2026, Ms. Brunson Wright's annual salary rate was $135,000 through May and is currently $39,600, and Ms. Martin's annual salary rate was $130,000 through May and is currently $144,000. The Operating Agreement provides for a guaranteed payment to the Manager of $5,000 per month for each retail location, but no guaranteed payments have been paid.

The Company is a party to a proposed agreement under which Ms. Martin would purchase Ms. Brunson Wright's interest in the Company. See "Ownership Transition" in Item 31.

Name: Kari Brunson Wright
Amount Invested: $40,000.00
Transaction type: Loan
Interest rate: 8.0% per annum
Outstanding: Yes
Relationship: Manager and member

Name: Autumn Martin
Amount Invested: $156,634.00
Transaction type: Loan
Interest rate: 8.0% per annum
Outstanding: Yes
Relationship: Manager and member

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview of the Business and Financial Condition

Frankie & Jo's is a plant-based ice cream company operating multiple scoop shops and offering nationwide shipping. They specialize in dairy-free, plant-based frozen desserts including ice cream, froyo, cookie dough, and cultured butter made with alternative ingredients.

The Company has been in operation for approximately ten years. We have had net losses in recent periods, including a net loss of $74,910 in 2025 and approximately $34,000 in October 2026. There can be no assurance that we will become profitable in future periods.

As of November 24, 2026, we had cash and cash equivalents of approximately $97,000.

Our ability to continue operations is dependent on managing our expenses and, if necessary, obtaining additional financing.

This discussion should be read in conjunction with the financial statements and related notes included in this offering statement.

Business and Operating Uncertainty

Our business operates in an environment subject to various risks, uncertainties, and changing conditions, which makes it difficult to evaluate our business, financial condition, and prospects and may limit the comparability of our results of operations from period to period.

Financial Condition

As of December 31, 2025, our total assets were $1,140,416 and our current and non-current liabilities, as reflected in available financial

As of December 31, 2025, our total assets were $1,148,410 and our current and non-current liabilities, as reflected in available financial statement fields, were $564,740.

Investors should not place undue reliance on historical financial information because future results may differ from historical results.

Liquidity and Capital Resources

As of December 31, 2025, we had cash and cash equivalents of approximately $78,667.

Based on our current operations, we have a monthly net burn rate of approximately $34,000.

Our monthly net cash burn or profit may vary significantly from month to month due to the timing of receipts and expenditures and other short-term factors. As a result, period-to-period comparisons may not be meaningful.

Based on our current plan, we do not expect to have sufficient cash to fund operations for at least the next 12 months. Without the proceeds of this offering or other financing, we expect our current cash to fund operations for approximately 3 months. The main drivers of our limited runway include:

- Loan, lease, or rent payments
- Buying inventory or other direct costs
- Seasonal changes in revenue

To date, our operations have been funded through revenue, and loans, including loans from our members, and have not included any outside equity financing.

Liquidity Assumptions

Our assessment of our liquidity and ability to fund operations is not a projection and is based on current assumptions regarding operating expenses, cash requirements, and capital needs. These assumptions may change, and actual results may differ materially due to changes in operating conditions, timing of receipts and payments, and other factors.

Dependence on Additional Financing

There can be no assurance that additional financing will be available on acceptable terms, or at all. If we are unable to raise additional capital when needed, we may be required to materially reduce or suspend operations.

Indebtedness and Capital Structure

As of the date of this offering statement, we had total outstanding indebtedness consisting of approximately $438,793 in aggregate principal obligations. The material terms of such indebtedness are described in Item 24 of this Form C.

(For the avoidance of doubt, SAFEs are not treated as indebtedness.)

We have not conducted any exempt offerings or raised capital in the past three years.

Known Trends, Events, and Uncertainties

Management is aware of any the following trends, events, and uncertainties that are reasonably likely to have a material adverse effect on our financial condition or results of operations over the next 12 months: our limited cash, as described above; the proposed purchase of Kari Brunson Wright's interest by Autumn Martin; and a potential sale of the business. See "Ownership Transition" and "Potential Sale of the Business" in Item 31.

The absence of a discussion of any particular trend, event, or uncertainty should not be interpreted to mean that such matters do not exist; rather, it reflects management's judgment based on information currently available.

Changes Since the Date of the Financial Statements

Since December 31, 2025, there were material changes in our operations and financial condition, including our Marin scoop shop closing on August 31, 2026 and scoop sales increasing by 6% YTD with Sept-Date increasing 18%. We have seen a significant sales increase since June of 2026, even with Marin closing.

Impact of This Offering

The proceeds from this offering are expected to be used to as described in Item 10. The timing and extent of our use of proceeds will depend on the amount of proceeds raised and future operating conditions. Additional detail regarding our planned use of proceeds is provided in Item 10 of this Form C.

There can be no assurance that the proceeds of this offering will be sufficient to fund our operations or achieve our business objectives.

Certain information relevant to understanding our financial condition and liquidity is presented elsewhere in this offering statement, including in the financial statements, related notes, and the sections describing indebtedness and prior financings.

Forward-Looking Statements

This discussion contains forward-looking statements that are based on management's current expectations and assumptions. Actual results may differ materially from those expressed or implied by these statements.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to Appendix C, Financial Statements.

I, Autumn Martin, certify that:

(1) the financial statements of Brunson Martin Enterprises LLC included in this Form are true and complete in all material respects; and

(2) the tax return information of Brunson Martin Enterprises LLC included in this Form reflects accurately the information reported on the tax return for Brunson Martin Enterprises LLC filed for the most recently completed fiscal year.

Autumn Martin

Autumn Martin
Founder and CEO

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

i. at the time of the filing of this offering statement bars the person from:

A. association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☑ No

B. engaging in the business of securities, insurance or banking? ☐ Yes ☑ No

C. engaging in savings association or credit union activities? ☐ Yes ☑ No

ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? ☐ Yes ☑ No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? ☐ Yes ☑ No

ii. places limitations on the activities, functions or operations of such person? ☐ Yes ☑ No

iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☑ No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? ☐ Yes ☑ No

ii. Section 5 of the Securities Act? ☐ Yes ☑ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade? ☐ Yes ☑ No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued? ☐ Yes ☑ No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations? ☐ Yes ☑ No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and

- (2) such further material information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not misleading.

Ownership Transition. Since spring 2026, Autumn Martin and Kari Brunson Wright, each of whom owns approximately 42.9% of the Company's Common Units, have negotiated an agreement under which Ms. Martin would purchase all of Ms. Brunson Wright's interest in the Company. The parties have agreed on terms, and an agreement has been signed. Under the current terms, Ms. Martin would pay the purchase price over time. The Company would also be a party and, together with Ms. Martin, would repay Ms. Brunson Wright's $40,000 loan to the Company, indemnify her for her personal guaranties of Company obligations, and reimburse her health insurance costs until closing. The Company would make no distributions to Ms. Martin before closing, and would change its name to remove "Brunson" after closing. Ms. Martin and Ms. Brunson Wright have agreed that closing would occur after the Company raises $124,000. There is no assurance that the purchase will be completed.

Potential Sale of the Business. The Company is also exploring a potential sale of the business, and a sale may occur if funds are not raised in this offering.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement

of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

https://frankieandjos.com/invest

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed $10 million; or
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

- Brunson Martin Enterprises LLC Subscription Agreement 2026
- Early Bird Brunson Martin Enterprises LLC Subscription Agreement 2026
- SPV Subscription Agreement
- SPV Subscription Agreement - Early Bird

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Autumn Martin
- Brian McFadin
- Kari Brunson Wright

Appendix E: Supporting Documents

- Attachment #25281
- Attachment #25282
- Series Appendix — Frankie & Jo's I
- Series Appendix — Frankie & Jo's I (Early Bird)

- Series Appendix — Frankie & Jo's I (Early Bird)

- Wefunder SPV, LLC Agreement

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

The following documents will be filed with the SEC:

Cover Page XML

Offering Statement (this page)

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Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C, any future non-material Form C-A, any future Form C-U, and any future Form C-W on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

☑ I verify the Form C is 100% accurate

☑ I agree to the Wefunder Listing Agreement

☑ I agree to the Investor Representative Proxy Agreement

☑ I agree to the Rule 3a-9 Undertakings Agreement

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

Brunson Martin Enterprises LLC

By

Autumn Martin

Founder / Manager / CEO

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

Autumn Martin

Founder / Manager / CEO
11/24/2026

Kari Brunson Wright

Co Founder
11/24/2026

The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.