BRUNSON MARTIN ENTERPRISES, LLC
SERIES A PREFERRED UNIT SUBSCRIPTION AGREEMENT

This Series A Preferred Unit Subscription Agreement (this "***Agreement***") is entered into effective as of [EFFECTIVE DATE] by and between Brunson Martin Enterprises, LLC, a Washington limited liability company doing business as Frankie & Jo's (the "***Company***"), and [ENTITY NAME] (the "***Purchaser***").

BACKGROUND

A. The Company and the Purchaser, as co-issuers, are conducting an offering under Section 4(a)(6) of the Securities Act of 1933, as amended (the "***Securities Act***"), and Regulation Crowdfunding through Wefunder Portal LLC (the "***Portal***"), as described in the Form C filed with the Securities and Exchange Commission, as amended (the "***Form C***") (the "***Offering***").

B. In the Offering, investors purchase interests in the Purchaser from the Purchaser through the Portal, and the Purchaser uses the proceeds to purchase Series A Preferred Units of the Company (the "***Units***") on a one-for-one basis, so that each interest in the Purchaser corresponds to one Unit.

C. The Purchaser is a "crowdfunding vehicle" within the meaning of Rule 3a-9 under the Investment Company Act of 1940, managed by Wefunder Admin, LLC, as Series Manager (the "***Series Manager***").

D. The rights, preferences and obligations of the Units are set forth in the Company's Fourth Amended and Restated Operating Agreement (the "***Operating Agreement***") and are summarized in the Summary of Terms attached as **Exhibit A**. If there is any conflict between Exhibit A and the Operating Agreement, the Operating Agreement controls.

The parties agree as follows:

1. **Purchase and Sale.** At each Closing (defined below), the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, a number of Units equal to the aggregate investment amounts accepted from investors in the Purchaser for that Closing, divided by the applicable price per Unit. The Units purchased with the first $50,000 of investment amounts accepted in the Offering shall be priced at $0.75 per Unit, based on a $1,350,000 pre-money valuation, and all other Units shall be priced at $1.00 per Unit, based on a $1,800,000 pre-money valuation (the applicable price, the "**Purchase Price**"). The total number of Units issued under this Agreement shall not exceed 516,667 Units, or such lesser number as corresponds to the maximum offering amount stated in the Form C.

2. **Closings.** Each closing (a "***Closing***") shall occur through the Portal on the dates permitted by the Form C and Regulation Crowdfunding, provided that the target offering amount stated in the Form C has been reached, and no Closing shall occur earlier than 21 days after the Form C is filed. At each Closing, (a) the Portal's escrow agent shall release to the Company the aggregate Purchase Price for that Closing, less the Portal's fees and expenses as provided in the Company's agreement with the Portal, and (b) the Company shall record the issuance of the Units to the Purchaser in Schedule 1 to the Operating Agreement. ***By way of example,*** if investors invest $100,000 in the first Closing, the Company issues about 116,667 Units to the Purchaser (about 66,667 Units for the first $50,000 at $0.75 per Unit and 50,000 Units for the next $50,000 at $1.00 per Unit), and the Company receives $100,000 less the Portal's fees.

3. **Admission as Member.** Upon the first issuance of Units to it, the Purchaser shall be admitted as a Member of the Company and shall be bound by the Operating Agreement, as provided in Section 8.9(a) of the Operating Agreement, without the need to execute the Operating Agreement or any counterpart signature page. Investors in the Purchaser shall not be Members of the Company.

4. **Company Representations.** The Company represents and warrants to the Purchaser, as of the date of this Agreement and each Closing, that:

   (a) The Company is a limited liability company duly formed and in good standing under the laws of the State of Washington, and has the power and authority to enter into and perform this Agreement and to issue the Units.

   (b) The execution and performance of this Agreement and the issuance of the Units have been duly authorized by the Managers and the Members of the Company, and this Agreement is a valid and binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency and similar laws and general principles of equity.

   (c) The Units, when issued and paid for under this Agreement, will be validly issued, and free of restrictions on transfer other than those under this Agreement, the Operating Agreement and applicable securities laws.

   (d) The capitalization of the Company immediately before the first Closing is as set forth in Schedule 1 to the Operating Agreement.

   (e) The execution and performance of this Agreement will not violate the Operating Agreement or any material agreement, law or order binding on the Company.

   (f) The Form C does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

(g) Neither the Company nor any of its Managers, officers or 20% beneficial owners is subject to any disqualification under Rule 503 of Regulation Crowdfunding.

5. Purchaser Representations. The Purchaser represents and warrants to the Company, as of the date of this Agreement and each Closing, that:

(a) The Purchaser is a duly formed series of a Delaware limited liability company, and the Series Manager has the authority to enter into and perform this Agreement on its behalf.

(b) The Purchaser is a crowdfunding vehicle within the meaning of Rule 3a-9 under the Investment Company Act of 1940, organized and operated solely to hold the Units, and will hold the Units for the benefit of its investors on a one-for-one basis.

(c) The Purchaser is acquiring the Units for investment and not with a view to distribution, and understands that the Units are restricted securities that may be transferred only as permitted by Rule 501 of Regulation Crowdfunding and the Operating Agreement.

6. Consents and Notices. Any consent, vote, notice or other action of the holders of Units under the Operating Agreement shall be given or taken by the Purchaser through the Series Manager or the lead investor designated in the Purchaser's governing documents (the "***Lead***"), and the Company may rely on any such consent or action without inquiry into the instructions of the Purchaser's investors.

7. Company Covenants.

(a) ***Reports.*** The Company shall file its annual reports on Form C-AR and any other reports required by Regulation Crowdfunding, and shall deliver copies to the Purchaser.

(b) ***Vehicle Expenses.*** The Purchaser's fees and expenses shall be paid as provided in its governing documents.

(c) ***Information.*** The Company shall provide the Purchaser with any information reasonably required for the Purchaser to comply with its obligations under the Investment Company Act of 1940, Regulation Crowdfunding and its governing documents.

8. Market Stand-Off. If requested by the Company or the managing underwriter in connection with any underwritten public offering or Regulation A offering of the Company's securities, the Purchaser shall not sell or transfer any Units during the 30-day period preceding and the 270-day period following the effective date of the related registration or offering statement.

9. General Provisions.

(a) ***Legend.*** The Units will be notated with a legend stating that they were issued under Section 4(a)(6) of the Securities Act and may be resold only as permitted by Rule 501 of Regulation Crowdfunding.

(b) ***Notices.*** Notices shall be in writing and delivered to the Company at 655 S. Andover St., Seattle, WA 98108, and to the Purchaser through the Series Manager at the address provided by the Portal, or as otherwise designated in writing.

(c) ***Governing Law; Disputes.*** This Agreement is governed by the laws of the State of Washington. Any dispute arising out of this Agreement shall be resolved by binding arbitration administered by JAMS before a single arbitrator in King County, Washington.

(d) ***Entire Agreement; Amendment.*** This Agreement, the Operating Agreement and the Form C constitute the entire agreement of the parties regarding the subject matter hereof. This Agreement may be amended only in a writing signed by both parties.

(e) ***Severability; Headings.*** Any invalid provision shall be severed and the remainder enforced. Headings are for convenience only.

(f) ***Counterparts; Electronic Execution.*** This Agreement may be executed in counterparts and electronically, and each such signature shall be binding.

(g) ***Survival.*** All representations and warranties survive each Closing.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this agreement as of [EFFECTIVE DATE].

Number of Shares: [SHARES]

Aggregate Purchase Price: $[AMOUNT]

COMPANY:

Brunson Martin Enterprises LLC

Founder Signature

Name: [FOUNDER_NAME]

Title: [FOUNDER_TITLE]

Read and Approved (For IRA Use Only):

By: _____

SUBSCRIBER:

[ENTITY NAME]

By: *Investor Signature*

Name: [INVESTOR NAME]

Title: [INVESTOR TITLE]

The Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

[ ] Accredited

[X] Not Accredited

EXHIBIT A

SUMMARY OF TERMS

SERIES A PREFERRED UNITS

This Summary of Terms summarizes the principal terms of the Offering and is qualified in its entirety by the Form C and the Operating Agreement.

Company	Brunson Martin Enterprises, LLC, a Washington limited liability company formed March 3, 2017, doing business as Frankie & Jo's. The Company makes plant-based, dairy-free, gluten-free and vegan ice cream, froyo and baked goods, and sells through its scoop shops and wholesale.
Operations	The Company operates retail locations in Seattle through wholly owned subsidiaries, produces its products at its production facility in Seattle, and sells its products at wholesale.
Management	Kari Brunson Wright and Autumn Martin, the Company's co-founders, are the Company's Managers. Brian McFadin is Chief Operating Officer.
Securities Offered	Series A Preferred Units (the "***Preferred Units***"), issued to [ENTITY NAME] (the "***SPV***"), a Wefunder crowdfunding vehicle and co-issuer. Investors purchase interests in the SPV one-for-one with the Preferred Units and are not Members of the Company.
Offering Amount	Target: $50,000. Maximum: $124,000 initially, increasing to $500,000 by amendment to the Form C upon completion of the CPA review of the Company's financial statements.
Price; Valuation	$1.00 per Preferred Unit, based on a $1,800,000 pre-money valuation and $2,300,000 post-money valuation. Investors in the first $50,000 of securities sold in the offering will receive a unit price of $0.75 per Preferred Unit, based on a $1,350,000 pre-money valuation. At the Maximum Offering Amount, the Preferred Units will represent approximately 21.7% of the Company's outstanding Units.
Exemption; Portal	Regulation Crowdfunding (Section 4(a)(6) of the Securities Act), through Wefunder Portal LLC. Portal commission: 7.9% of gross proceeds. SPV administrative fee: 0.5% of the total raise per year, capped at $1,000.

Use of Proceeds	92.1% working capital and operations, and 7.9% Wefunder fee and offering expenses.
Liquidation Preference	On a liquidation, dissolution, or sale of the Company or substantially all of its assets, holders of Preferred Units receive, before any distribution on Common Units, the greater of (a) 1x their original Purchase Price, less any distributions previously received, plus any declared but unpaid distributions, or (b) the amount they would receive if all Preferred Units were treated as Common Units (non-participating). ***By way of example***, an investor who buys $10,000 of Preferred Units would receive the first $10,000 of sale proceeds available for that investor's Preferred Units, unless the investor's pro rata share as a Common Unit holder would be greater, in which case the investor receives the larger amount, but not both. If that investor previously received $2,000 in distributions, the investor's preference is reduced to $8,000.
Distributions	No preferred return. Distributions, if any, are made at the Manager's discretion, first on account of any unpaid preference and then pro rata to all Members by Percentage Interest.
Voting	The Preferred Units are non-voting, except that the approval of the SPV is required for any amendment to the Operating Agreement that materially and adversely affects their economic rights, such as the liquidation preference, differently from the Common Units, and to issue any Units with liquidation or distribution rights senior to the Preferred Units. The SPV acts through its Series Manager or designated lead. The Company may issue additional Units on parity with or junior to the Preferred Units without that approval.
Dilution	Holders of Preferred Units may be diluted by future issuances of Units approved by the Manager.
Transfers	Preferred Units may be transferred only as permitted by Rule 501 of Regulation Crowdfunding and the Operating Agreement, which requires Manager approval and gives other Members a right of first refusal.
Information Rights	The Company will file annual reports on Form C-AR with the SEC and post them on its website, as required by Regulation Crowdfunding.

Tax Treatment	The Company has elected to be taxed as a C corporation effective January 1, 2020. Investors will receive Form 1099-DIV, not Schedule K-1, and will not be allocated Company income or losses.
Capitalization	Pre-Offering (per Schedule 1 to the Operating Agreement dated January 5, 2024): Kari Brunson Wright 44.44%; Autumn Martin 44.44%; Chris Pohl 8.625%; Atelier Drome, LLP 2.49%. Chris Pohl and Atelier Drome have waived their right of first offer for this Offering.
Kari Brunson Wright Buyout	Since spring 2026, Kari Brunson Wright and Autumn Martin have negotiated an agreement under which Autumn Martin would purchase Kari Brunson Wright's Units. Kari Brunson Wright continues to serve as a Manager of the Company.
Key Risks	Sales declined each year from 2023 through 2025. The Company has limited cash. As of November 2026, it had about $97,000 in cash, and it had a net loss of about $34,000 in October 2026. The Company depends heavily on Autumn Martin, produces all products in a single facility, and markets its products as allergen-friendly, which creates product liability risk. Investors could lose their entire investment. See the risk factors in the Form C.
Governing Documents	Fourth Amended and Restated Operating Agreement of the Company, effective November 16, 2026, as amended.
Governing Law	Washington.