

THE FRANCHISE RELATIONSHIP		
Provision	Sections in Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 15.4	For two years beginning on the effective date of termination, or expiration, or transfer of the Master Franchise Agreement, or two years after the Transfer of an ownership interest by an Owner, as applicable, you and your owners and your spouses may not have any direct or indirect interest in any business (i) sells or offers to sell products the same as or similar to the type of products sold by you and your franchise in and/or from the Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Territory (including, but not limited to, the services we authorize), but excludes a Master Business operating pursuant to a Master Franchise Agreement with us ("Competitive Business") within: (i) 20 miles of the Territory (or within the Territory itself); or (ii) within 20 miles of any other Barrio Burrito Bar Business or Master Business in operation or under construction or development on the effective date of termination or expiration of the Master Franchise Agreement. You must also comply with non-solicitation and non-disclosure covenants; cease use of intellectual property. Subject to applicable state law.
s. Modification of the agreement	Section 26.8	Requires writing signed by both parties (except for unilateral changes to Manual or unilateral reduction of scope of restrictive covenants by us). Other modifications primarily to comply with various states laws.
t. Integration/merger clause	Section 26.8	Only the terms of the Master Franchise Agreement and attachments to Master Franchise Agreement are binding (subject to state law). Any representations or promises made outside this Franchise Disclosure Document and Master Franchise Agreement may not be enforceable. Nothing in the Master Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 24	Except for certain claims, all disputes must be mediated and arbitrated in Detroit, Michigan. Subject to applicable state law.
v. Choice of forum	Section 24	All disputes must be mediated, arbitrated, and if applicable, litigated in Detroit, Michigan but we and you may enforce any arbitration orders and awards in the courts of the state(s) in which you are domiciled or the Master Franchise is located, subject to applicable state law.
w. Choice of law	Section 26.1	Delaware law, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable



basis for the information, and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Alex Shtain, 1120 Finch Avenue West, Ste. 703, North York, Ontario M3J 3H7, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20 **OUTLETS AND FRANCHISEE INFORMATION**

All year-end numbers appearing in the tables below are as of April 30 of each year.

Table No. 1

Systemwide Outlet Summary For Years 2023-2025

Outlet Type*	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2023	1	1	0
	2024	1	6	+5
	2025	6	9	+3
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	1	1	0
	2024	1	6	+5
	2025	6	9	+3

*See note 1 below all Item 20 tables.

Table No. 2

Transfers of Outlets* from Franchisees to New Owners (other than the Franchisor) For Years 2023-2025

State	Year	Number of Transfers
Totals	2023	0
	2024	0
	2025	0

*See note 1 below all Item 20 tables.