

<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
t. Integration/merger clause	Section 17 of the Franchise Agreement	Only the terms of the Franchise Agreement (including the Manuals) are binding (subject to state law). Any other promises may not be enforceable; however, nothing in the Franchise Agreement or any related agreement is intended to disclaim representations made in this disclosure document or its attachments or addenda.
u. Dispute resolution by arbitration or mediation	Section 19 of the Franchise Agreement	Except for certain claims, all disputes must first be mediated and, if mediation is unsuccessful, arbitrated in the county and state where our principal headquarters are located (subject to state law)
v. Choice of forum	Section 17 of the Franchise Agreement	Litigation in the county and state where our principal headquarters are located (subject to state law).
w. Choice of law	Section 17 of the Franchise Agreement	Florida law applies (subject to state law).

## **ITEM 18. PUBLIC FIGURES**

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

## **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide 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 if 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 possible performance at a particular location or under particular circumstances.

We set forth below certain historical data for the 89 Restaurants that were open a full 12 months ending fiscal year March 31, 2025 (our **“2025 Fiscal Year”**). We did not include 3 franchised Restaurants that were not open for the entire 2025 Fiscal Year because they ceased operations during the 2025 reporting period.

The table in Section I below provides historic information for franchised Restaurants. The tables in Section II below provide historic information for Restaurants owned and operated by the Franchisor or its affiliates **“Company Owned Restaurants.”**

## **SECTION I: FRANCHISED RESTAURANTS**

The Gross Revenues or Average Unit Volume (“AUV”) for the 85 franchised Restaurants open a full 12 months through the end of our fiscal year on March 31, 2025 was \$2,168,708, and the average and median yearly AUV for the top third, middle third, and bottom third of these franchised Restaurants is provided in the table below. Unlike the information provided below for Company Owned Restaurants, we do not present the costs of food and beverages sold as a percentage of average yearly Gross Revenues for franchised Restaurants because we do not have reasonable written substantiation for such a representation.

<b>Franchised Restaurants</b>	<b># of Restaurants</b>	<b>Average AUV</b>	<b>#/% Exceeding Average AUV</b>	<b>Highest AUV</b>	<b>Lowest AUV</b>	<b>Median AUV</b>
Total Restaurants	85	\$2,168,708	26 / 31%	\$8,489,239	\$938,142	\$1,919,716
Top Third	28	\$3,215,117	12 / 43%	\$8,489,239	\$2,146,690	\$2,855,314
Middle Third	28	\$1,917,677	15 / 54%	\$2,117,892	\$1,715,014	\$1,925,544
Bottom Third	29	\$1,400,758	18 / 62%	\$1,709,867	\$938,142	\$1,433,560

## **SECTION II: COMPANY OWNED RESTAURANTS**

The AUV for the 4 Company Owned Restaurants open a full 12 months ending fiscal year March 31, 2025 was \$2,454,770, and the average and median yearly AUV for the top third, middle third, and bottom third of these Company Owned Restaurants is provided in the table below.

**Table 1: Average and Median Gross Revenues (“AUV”)**

Table 1 below presents the average and median yearly Gross Revenues for the 2025 Fiscal Year

<b>Franchised Restaurants</b>	<b># of Restaurants</b>	<b>Average AUV</b>	<b>#/% Exceeding Average AUV</b>	<b>Highest AUV</b>	<b>Lowest AUV</b>	<b>Median AUV</b>
Total Restaurants	4	\$2,454,770	3 / 75%	\$3,645,905	\$1,817,191	\$2,868,988
Top Half	2	\$3,357,256	1 / 50%	\$3,645,905	\$3,068,607	\$3,357,256
Bottom Half	2	\$2,243,280	1 / 50%	\$2,669,370	\$1,817,191	\$2,243,280

**Table 2: Average and Median Cost of Food and Beverages as a Percentage of Yearly Gross Revenues**

Table 2 below presents the average and median costs of food and beverages sold as a percentage of average yearly Gross Revenues for the 2025 Fiscal Year End.

Fiscal Year	Average Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues	Number of Restaurants	% Attaining or Below Average	Median Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues
2025	20.9%	4	3 or 75%	20.7%

### **General Notes to Item 19**

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

“Gross Revenues” as used in this Item 19 is defined the same as in Item 6. “Gross Revenues” means the aggregate amount of all sales of food, beverages, goods, articles, and other merchandise, and the aggregate amount of all receipts for services performed, whether for cash, on credit, barter or otherwise, made and rendered in, about, or in connection with the Restaurant, including off-premises sales and monies derived at or away from the Restaurant, provided they are in connection with the business conducted at the Restaurant, including all discounts except for the amounts of coupon discounts we require as outlined from time to time in the Manuals. Authorized deductions as described in the Manuals from time to time are excluded from the definition of Gross Revenues. We may require that owner complimentary meals be included in the calculation of Gross Revenues at the full retail price charged to your customers for such meals. Gross Revenues does not include any federal, state, municipal, or other sales, value added, or retailer’s excise taxes that you collect and remit to state or local authorities. If applicable laws or regulations covering the Restaurant prohibit the payment of royalty fees or other amounts on the sale of alcoholic beverages, then the term “Gross Revenues” will exclude revenues on the sale of alcoholic beverages.

**Some Restaurants have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 our Chief Business Officer, Dan Stone, The Melting Pot Restaurants, Inc., 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 881-0055, the Federal Trade Commission, and the appropriate state regulatory agencies.

### **ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary**

**For Years Ending March 31, 2023 (“2023”), March 31, 2024 (“2024”) and March 31, 2025 (“2025”)**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	92	89	-3