

| FRANCHISE RELATIONSHIP | | |
|---|--------------------------------|--|
| Provision | Article in Franchise Agreement | Summary |
| n. Our right of first refusal to acquire your business | Article 15.5 | Franchisor has the right to match any offer for the Franchised Business |
| o. Our option to purchase your business | Article 19.5 | In certain circumstances, Franchisor has the right to purchase your inventory, fixtures, equipment, or other assets at a certain price, a calculation of which is set out in the Franchise Agreement |
| p. Your death or disability | Article 15.6 | Franchise may be transferred to your spouse, adult children, partner (if Franchisee is a partnership), shareholder (if the Franchisee is a corporation), or member (if the Franchisee is a company) if they meet the qualifications. If not, we may choose to purchase your assets and/or terminate your franchise |
| q. Non-competition covenants during the term of the franchise | Article 9.17 | No involvement in a competing or similar business anywhere |
| r. Non-competition covenants after the franchise is terminated or expires | Article 9.17 | No competing for 2 years within the Territory or 50 miles of the Radius of the Location or any other Franchised Business Operated under the System |
| s. Modification of the agreement | Article 16.1 & Article 16.2 | None, except products, services, Operations Manual, Marks, and System are subject to change; may modify the Franchise Agreement if in a writing signed by the Franchisor, Franchisee, and the Guarantors |
| t. Integration/ merger clause | Article 22.10 | Only the terms of the Franchise Agreement and associated Documents are binding (subject to state laws). Other promises may not be enforceable, any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable. |
| u. Dispute Resolution by arbitration or mediation and choice of forum | Article 22.8 | State of New York. Dispute resolution by arbitration or mediation. (subject to applicable state law). |
| v. Choice of Law | Article 22.8 | State of New York law applies. (subject to applicable state law) |

(1) Some states have statutes and court decisions that supersede the provisions of the Franchise Agreement in your relationship with us including a limitation on the post termination non-competition covenant.

(2) Article 17.2(g) of the Franchise Agreement, allowing for termination upon filing for bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchise at this time but reserve the right to do so.

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.

As of September 30, 2025 there were 34 Project LeanNation units operating. 1 franchise is affiliate-owned and 33 are franchised locations. Of these 34 locations, 26 were operating for the full 12-month fiscal period ending September 30, 2024.

Table 1 below represents historical information for the 5 most recently opened franchised locations, Cortland, Chesterfield, Idaho Falls, Des Moines, and Morgantown. These locations are new locations that have been open less than a full 12-month period, this graph shows how a new location ramps-up based on the number of months each location has been open, starting with month one. It includes metrics for gross revenue, active members, weekly boxes fulfilled, weekly net retail, and new/reactivated members per month.

| | Gross Revenue | | | | |
|--------------|----------------------------------|----------------|----------------|----------------|----------------|
| Store | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
| Cortland | \$46,039.00 | \$74,397.00 | \$53,151.00 | \$51,356.00 | \$58,340.00 |
| Chesterfield | \$32,618.00 | \$26,895.00 | | | |
| Idaho Falls | \$42,045.00 | \$54,003.00 | | | |
| Des Moines | \$35,599.00 | | | | |
| Morgantown | | | | | |
| | Active Members | | | | |
| | Founding Members | Month 2 | Month 3 | Month 4 | Month 5 |
| Cortland | 151 | 153 | 150 | 147 | 152 |
| Chesterfield | 137 | 93 | | | |
| Idaho Falls | 207 | 227 | | | |
| Des Moines | 200 | | | | |
| Morgantown | 241 | | | | |
| | Weekly Boxes Fulfilled | | | | |
| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
| Cortland | 115 | 80 | 67 | 53 | 57 |
| Chesterfield | 78 | 38 | | | |
| Idaho Falls | 134 | 84 | | | |
| Des Moines | 122 | | | | |
| Morgantown | | | | | |
| | Weekly Net Retail Revenue | | | | |
| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
| Cortland | \$6,278.00 | \$4,588.00 | \$4,523.00 | \$5,531.00 | \$4,892.00 |
| Chesterfield | \$3,441.14 | \$1,708.00 | | | |

| | | | | | |
|--------------|---|----------------|----------------|----------------|----------------|
| Idaho Falls | \$4,410.50 | \$2,479.00 | | | |
| Des Moines | \$2,681.50 | | | | |
| Morgantown | | | | | |
| | New/Re-Activated Members Per Month | | | | |
| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
| Cortland | 80 | 17 | 22 | 23 | 21 |
| Chesterfield | 48 | 19 | | | |
| Idaho Falls | 106 | 34 | | | |
| Des Moines | 55 | | | | |
| Morgantown | | | | | |

Table 2 below represents historical information for the 25 franchised units that were open and operating for the full the full 12-month period ending September 30, 2025 and were operated by the same franchisee during that time (i.e. no franchised locations that were sold or transferred are included).

Table 2: Franchised Units

| | | All Units | Top Tier | Middle Tier | Bottom Tier |
|--------------------------------|---------|------------------|-----------------|--------------------|--------------------|
| <i>Number of Units in Tier</i> | | 25 | 16% | 44% | 40% |
| <i>Gross Revenue</i> | Max | \$1,806,310 | \$1,806,310 | \$764,355 | \$452,283 |
| | Min | \$179,247 | \$995,937 | \$494,752 | \$179,247 |
| | Average | \$643,443 | \$1,487,230 | \$613,773 | \$338,566 |
| | Median | \$517,392 | \$1,573,336 | \$619,877 | \$341,551 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Subscription Revenue</i> | Max | \$1,314,731 | \$1,314,731 | \$618,256 | \$330,354 |
| | Min | \$133,004 | \$530,139 | \$342,661 | \$133,004 |
| | Average | \$466,982 | \$1,050,248 | \$448,068 | \$254,481 |
| | Median | \$357,101 | \$1,178,061 | \$452,565 | \$261,772 |
| | | | | | |

| | | All Units | Top Tier | Middle Tier | Bottom Tier |
|---|---------|------------------|-----------------|--------------------|--------------------|
| <i>Retail Revenue</i> | Max | \$550,653 | \$550,653 | \$218,187 | \$121,929 |
| | Min | \$46,243 | \$300,468 | \$116,008 | \$46,243 |
| | Average | \$176,461 | \$436,982 | \$165,705 | \$84,084 |
| | Median | \$145,310 | \$448,403 | \$152,091 | \$77,124 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Subscription Average Order Value</i> | Max | \$162.35 | \$142.35 | \$145.69 | \$162.35 |
| | Min | \$114.13 | \$127.76 | \$114.13 | \$120.80 |
| | Average | \$136.88 | \$136.53 | \$134.81 | \$139.30 |
| | Median | \$139.58 | \$138.01 | \$136.49 | \$140.46 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Weekly Boxes Fulfilled</i> | Max | 211 | 211 | 120 | 54 |
| | Min | 31 | 85 | 52 | 31 |
| | Average | 76 | 161 | 75 | 42 |
| | Median | 55 | 175 | 68 | 39 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Meals Per Box</i> | Max | 14.5 | 14.5 | 13.5 | 14.1 |
| | Min | 12.6 | 13.1 | 12.6 | 12.6 |
| | Average | 13.2 | 13.6 | 13.1 | 13.1 |
| | Median | 13.1 | 13.3 | 13.0 | 13.1 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Weekly Retail Revenue</i> | Max | \$10,589 | \$10,589 | \$4,196 | \$2,345 |
| | Min | \$889 | \$5,778 | \$2,231 | \$889 |
| | Average | \$3,393 | \$8,403 | \$3,187 | \$1,617 |
| | Median | \$2,794 | \$8,623 | \$2,925 | \$1,483 |
| | | | | | |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Retail Average Ticket Price</i> | Max | \$56.06 | \$24.67 | \$31.75 | \$56.06 |
| | Min | \$16.64 | \$19.99 | \$16.64 | \$23.53 |
| | Average | \$26.61 | \$22.78 | \$25.19 | \$29.69 |
| | Median | \$25.07 | \$23.24 | \$24.84 | \$26.47 |

| | | All Units | Top Tier | Middle Tier | Bottom Tier |
|---|---------|------------------|-----------------|--------------------|--------------------|
| <i>Lifetime Value</i> | Max | \$1,844.91 | \$1,744.40 | \$1,844.91 | \$1,772.05 |
| | Min | \$815.77 | \$1,218.48 | \$1,076.58 | \$815.77 |
| | Average | \$1,391.86 | \$1,542.98 | \$1,432.80 | \$1,290.36 |
| | Median | \$1,410.47 | \$1,604.53 | \$1,430.57 | \$1,318.95 |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Fulfillment Rate</i> | Max | 42.74% | 41.76% | 41.14% | 42.74% |
| | Min | 26.15% | 35.51% | 26.15% | 30.61% |
| | Average | 36.21% | 38.39% | 36.57% | 34.95% |
| | Median | 37.52% | 38.14% | 38.41% | 34.04% |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Active Members</i> | Max | 593 | 593 | 334 | 174 |
| | Min | 84 | 224 | 129 | 84 |
| | Average | 208 | 423 | 209 | 122 |
| | Median | 171 | 436 | 183 | 110 |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>New/Re-Activated Subscribers Per Month</i> | Max | 85 | 85 | 36 | 25 |
| | Min | 12 | 28 | 14 | 12 |
| | Average | 27 | 57 | 25 | 16 |
| | Median | 23 | 57 | 26 | 15 |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Community Events</i> | Max | 216 | 216 | 194 | 162 |
| | Min | 9 | 86 | 9 | 9 |
| | Average | 85 | 159 | 86 | 55 |
| | Median | 70 | 167 | 80 | 44 |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Member Experience Score</i> | Max | 84.7 | 84.6 | 84.7 | 77.9 |
| | Min | 25.9 | 38.2 | 25.9 | 36.8 |
| | Average | 57.0 | 68.7 | 55.3 | 54.2 |
| | Median | 55.3 | 75.9 | 62.7 | 54.7 |
| | | All Units | Top Tier | Middle Tier | Bottom Tier |
| <i>Referral Rate</i> | Max | 45.9% | 45.9% | 21.1% | 31.9% |
| | Min | 0.7% | 15.4% | 3.3% | 0.7% |
| | Average | 12.4% | 28.0% | 9.8% | 9.1% |
| | Median | 6.7% | 25.3% | 6.6% | 5.4% |

| | | All Units | Top Tier | Middle Tier | Bottom Tier |
|-----------------------|---------|-----------|----------|-------------|-------------|
| <i>Billable Weeks</i> | Max | 13.9 | 13.9 | 13.6 | 12.7 |
| | Min | 4.6 | 8.2 | 7.1 | 4.6 |
| | Average | 9.7 | 11.6 | 10.4 | 8.1 |
| | Median | 9.5 | 12.2 | 10.5 | 8.1 |

| Breakdown of Revenue | Average | Meal Fulfillment | Average |
|--|---------|---------------------|---------|
| Subscription Percentage of Total Revenue | 73% | In Store Pickup | 89.2% |
| Retail Percentage of Total Revenue | 27% | Local Delivery | 10.8% |
| | | | |
| Breakdown of Meal Types | Average | Frequency of Orders | Average |
| Lifestyle Meal Subscription Percentage | 82.4% | Weekly | 52.2% |
| Athlete Meal Subscription Percentage | 17.6% | Bi-Weekly | 47.8% |

Table 1 & 2 Definitions

"Gross Revenue" - Means the total revenue derived by each Project LeanNation store less sales tax, discounts, allowances and returns.

"Subscription Revenue" - Means the total revenue derived from recurring meal subscription plans, including weekly or biweekly plans by each Project LeanNation store less sales tax, discounts, allowances and returns.

"Retail Revenue" - Revenue derived from the sale of products outside of subscription services, including individual meals, shakes, supplements, and merchandise available for purchase. The calculation is based on retail sales after applying discounts and refunds.

"Subscription Average Order Value": The average dollar amount spent per subscription transaction, calculated by dividing total subscription revenue by the number of subscription transactions during the reporting period.

"Weekly Boxes Fulfilled": The average number of meal subscription plans fulfilled to members each week during the reporting period.

"Meals Per Box": The average number of individual meals included in each subscription box prepared for customers.

"Weekly Retail Revenue": Weekly revenue derived from the sale of products outside of subscription services, including individual meals, shakes, supplements, and merchandise available for purchase. The calculation is based on retail sales after applying discounts and refunds.

"Average Retail Ticket Price": The average amount spent per retail transaction, calculated by dividing total retail revenue by the number of retail transactions during the reporting period.

"Lifetime Value" - Means the total accumulated revenue generated by a member over the full duration of their engagement with Project LeanNation, including all fulfilled subscription orders and qualifying retail purchases, less discounts, allowances, and returns.

"Fulfillment Rate" - Means the percentage of active members who receive a fulfilled subscription order during a given week for each Project LeanNation store, calculated by dividing the total number of fulfilled weekly boxes by the total number of active members in that period.

"Active Members" - Means the total number of individuals with an active subscription plan, either weekly or bi-weekly, defined as having at least one completed transaction during the applicable time period.

"New/Reactivated Subscribers per Month" - Means the average number of subscribers who either initiated a new subscription or reactivated a previously canceled or paused subscription during a given monthly period for each Project LeanNation store.

"Community Events" - Means the total number of local outreach events conducted by a Project LeanNation store within its designated territory, including pop-up and drop-in events at affiliate partner locations and in-reach events hosted inside the store.

"Member Experience Score" - A comprehensive 100-point scoring system used by Project LeanNation to evaluate early-stage member engagement and retention within the first 30 days after sign-up, consisting of four equally weighted components: completion of an initial Consultation, completion of the first member check-in consultation, two follow-up calls conducted at the end of week one and week three, and completion of two subscription orders within the first 30 days.

"Referral Rate" - Means the percentage of members who were referred to a Project LeanNation store by an existing member, calculated by dividing referred members by total new members during the measurement period.

"Billable Weeks" - Means the total number of fulfilled subscription orders completed by a member while subscribed with Project LeanNation, representing the number of weeks in which the member received a subscription order during the applicable measurement period.

"Lifestyle Meal Subscription Percentage": The proportion of total subscription revenue generated from "Lifestyle Meal" subscription plans.

"Athlete Meal Subscription Percentage": The proportion of total subscription revenue generated from "Athlete Meal" subscription plans.

"Subscription Percentage of Revenue": The percentage of total revenue attributed to subscription sales, calculated by dividing subscription revenue by gross revenue.

"Retail Percentage of Revenue": The percentage of total revenue derived from retail sales, calculated by dividing retail revenue by gross revenue.

"Meal Fulfillment" - Breaks down the members that picked up in store verse delivery

"In-Store Pickup" - Means the percentage or count of fulfilled orders picked up by subscribers at the

physical location of each Project LeanNation store during a given time period.

"Local Delivery" - Means the percentage or count of fulfilled orders delivered by the store's delivery service during a given time period for each Project LeanNation store.

"Frequency of Orders" - Means the rate at which subscribers place orders within a given time period, segmented into weekly or bi-weekly order frequencies for each Project LeanNation store.

"Weekly" - Means the percentage or count of subscribers who are signed up for weekly meal plans.

"Bi-Weekly" - Means the percentage or count of subscribers who are signed up for bi-weekly meal plans.

"Founding Members" - Means members accumulated during pre-sale before the first fulfillment date.

Table 3 below represents an operating profit and loss statement for our one affiliate-owned location, Project LeanNation Rochester for the full fiscal year October 1, 2024 to September 30, 2025.

Date Range: October 1, 2024 – September 30, 2025

Table 3: Affiliate Owned Location

| Revenue | | Project LeanNation Rochester | |
|-----------------------------|--|-------------------------------------|--------|
| Subscription Revenue | | \$1,255,657 | 69.5% |
| Retail Revenue | | | |
| | Meals & Lean Cheats | \$214,103 | 11.9% |
| | Shake Bar Revenue | \$284,616 | 15.8% |
| | Supplement & Snack Revenue | \$27,388 | 1.5% |
| | Other Retail Revenue | \$24,546 | 1.4% |
| | Total Retail Revenue | \$550,653 | 30.5% |
| Total Revenue | | \$1,806,310 | 100.0% |
| Cost of Goods Sold | | | |
| | Production of Meals & Logistics | \$786,846 | 43.6% |
| | Shake Bar Direct Inputs | \$98,102 | 5.4% |
| | Supplement & Snack Purchases | \$16,338 | 0.9% |

| | | | |
|---------------------------------|--|------------------|--------------|
| | Other Retail Cost of Goods Sold | \$11,009 | 0.6% |
| Total Cost of Goods Sold | | \$912,295 | 50.5% |
| Gross Profit | | \$894,015 | 49.5% |
| Operating Expenses | | | |
| | Labor | \$190,707 | 10.6% |
| | Rent | \$39,359 | 2.2% |
| | Other Operating Expenses & Fees | \$249,801 | 13.8% |
| Total Operating Expenses | | \$479,867 | 26.6% |
| EBITDA | | \$414,148 | 22.9% |

Table 3 Definitions:

"Revenue" Means the total revenue derived from membership and retail products and services

"Subscription Revenue" Means the total revenue derived from recurring meal subscription plans, including weekly or biweekly plans less sales tax, discounts, allowances and returns.

"Retail Revenue" - Revenue derived from the sale of products outside of membership services, including individual meals, shakes, supplements, and merchandise available for purchase. The calculation is based on retail sales after applying discounts and refunds.

"Meals & Lean Cheats" represents all prepared meal and lean cheat sales processed through the POS system that are sold outside of a recurring memberships. This includes any individual meal or lean cheat purchases made at retail. Revenue is reported net of any discounts, refunds, or allowances.

"Shake Bar Revenue" represents sales from protein shakes prepared on site, including standard menu shakes, custom shakes, and any add-on ingredients. Shake bar revenue is recorded net of discounts, refunds, and allowances.

"Supplement & Snack Revenue" represents all sales of 1st Phorm branded products or other supplements and snacks sold through the POS system, including protein powders, creatine, protein bars, protein sticks, and energy drinks. Revenue is reported net of discounts, refunds, and allowances.

"Other Retail Revenue" Other Retail Revenue represents additional in-store retail sales not captured in other revenue categories, including canned beverages, bottled cold-pressed juices, and merchandise. Revenue is recorded net of discounts, refunds, and allowances.

"Cost of Goods Sold" direct costs associated with producing or delivering the products sold

"Production of Meals & Logistics" includes direct inputs for meals orders from LeanLife manufacturing including logistics, packaging, and prepared meals

"Shake Bar Direct Inputs" Shake Bar Direct Inputs represent the direct costs required to prepare and sell protein shakes, including items such as frozen fruit cups, protein powder, straws, cups, lids, and other consumable ingredients directly tied to shake production.

"Supplement & Snack Purchases" represents the wholesale purchase cost of 1st Phorm and other supplement and snack products sold at retail, including protein powders, protein bars, protein sticks, supplements, and energy drinks.

"Other Retail Cost off Goods Sold" Other Retail Cost of Goods Sold represents the purchase cost of merchandise and additional canned or bottled beverages sold through retail outside of the shake bar and supplement product lines.

"Operating Expenses" the ongoing costs incurred by a business to run its day-to-day operations. These expenses are not directly tied to the production of goods or services (unlike Cost of Goods Sold) but are necessary to maintain the business. Common examples include rent, utilities, labor, marketing, insurance, and office supplies.

"Labor" includes wages & payroll taxes paid to employees of the franchises, except for the franchise owner pay.

"Rent" includes total rent paid according to lease agreement during specified time period

"Other Operating Expenses & Fees" includes remaining operating expenses such as utilities, store supplies, computer, legal and any other ongoing costs incurred to run its day-to-day operations. Royalty & brand marketing fees are also included in this amount.

"EBITDA" (Earnings Before Interest, Taxes, Depreciation, and Amortization) a financial metric that measures a company's profitability by focusing on its core operational performance. It excludes the effects of financing decisions (interest), tax strategies (taxes), and non-cash expenses (depreciation and amortization), providing a clearer picture of operational efficiency.

Note: These financial statements are unaudited and have been prepared for informational purposes only. They do not reflect a certified audit or independent verification of the financial data.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

A new franchisee's financial results are likely to differ from the results stated in the financial performance representation.

Other than the preceding financial performance representation, Project Lean Nation Franchising, Inc. does 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 Tim Dougherty, 14 Franklin Street, Suite 1403, Rochester, New York 14604, (585) 705-8887, the Federal Trade Commission, and the appropriate state regulatory agencies.