

PROVISION	SECTION IN AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	11.8	No competing business for 2 years within your former territory or within 50 miles of your territory or within 50 miles of any other The Groutsmith™ Territory. (Including after assignment) (Subject to state law)
s. Modification of the agreement	14.3	All modifications to the franchise agreement must be in writing, but operations manual, and standards and specifications subject to change by us.
t. Integration/ merger clause	14.3	Only the terms of the franchise agreement and other related written agreements are binding (Subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	14.9	All disputes between franchisees and franchisor must first go before Mediation. (Subject to state law)
v. Choice of forum	14.9	Mediation and Litigation must be in Sarasota County, Florida. (Subject to state law)
w. Choice of law	14.7	Governed by state of Florida law except when US Trademark Act or other federal law governs. (Subject to state law)

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 01 et seq).

Some states may have statutes or court decisions that may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise.

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 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 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 Jonathan Smith at 6341 Porter Road, Suite 11,

Sarasota, Florida 34240, and 941 924-4433, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System Wide Outlet Summary

For years 2023, 2024, 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised ¹	2023	49	49	+0
	2024	49	48	-1
	2025	48	46	-2
Company Owned	2023	1	1	+0
	2024	1	1	+0
	2025	1	1	+0
Total Outlets	2023	50	50	+0
	2024	50	49	-1
	2025	49	47	-2

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)

For Years 2023, 2024, 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2023	2
	2024	3
	2025	0
Pennsylvania	2023	0
	2024	0
	2025	2