

	Provision	Section in Multi-Unit Development Agreement	Summary
			jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.3.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any The Toasted Yolk Cafe outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 20 miles of your former The Toasted Yolk Cafe outlet location or any other The Toasted Yolk Cafe outlet location, induce any person employed by us to leave their employment; do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Section 12.4	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	Section 12.4	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, and 10.3	At our option, claims that are not resolved internally must be submitted to non-binding mediation at our headquarters.
v.	Choice of forum	Section 10.5	Texas, subject to applicable state law.
w.	Choice of law	Section 10.5	Texas law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

#### **ITEM 18: PUBLIC FIGURES**

We do not currently 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.

This Item contains a historic financial performance representation of our franchised The Toasted Yolk Cafe outlets in operation as of December 31, 2024, our fiscal year end. On December 31, 2024, we had a total of 29 franchised outlets in operation. We have excluded the performance of 9 franchised outlets who were new to the system and were not in operation for the full 12 months.

**Net Revenue of Outlets<sup>1,2</sup>**

	Mean	Median	High	Low
Quartile 1 10 Cafes	\$ 3,087,566.58	\$ 3,002,892.23	\$ 4,186,387.02	\$ 2,712,799.00
Quartile 2 10 Cafes	\$ 2,363,175.47	\$ 2,402,847.08	\$ 2,677,696.89	\$ 2,013,530.23
Quartile 3 10 Cafes	\$ 1,768,315.24	\$ 1,745,745.16	\$ 1,979,025.36	\$ 1,635,325.08
Quartile 4 8 cafes	\$ 1,241,589.50	\$ 1,322,336.78	\$ 1,532,792.77	\$ 819,846.03

<sup>1</sup> The figures in the above tables have not been audited.

<sup>2</sup> Net Revenue means all revenue from sales of products and services at or from outlet operations, less (i) sales tax and (ii) properly documented refunds (comps) to customers.

Written substantiation will be made available to you upon reasonable request.

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

Other than the above disclosure, 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 Chris Milton, 20008 Champion Forest Drive, Suite 301, Spring, Texas 77379, 936-827-4692, 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 2022 to 2024