

<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.
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, 2024 (our “**2024 Fiscal Year**”). We did not include 1 franchised Restaurant that was not open for the entire 2024 Fiscal Year because they ceased operations during the 2024 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 89 franchised Restaurants open a full 12 months through the end of our fiscal year on March 31, 2024 was \$2,501,804, 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	91	\$2,501,804	33 / 36%	\$8,786,016	\$829,221	\$2,102,108
Top Third	30	\$3,466,619	11 / 37%	\$8,786,016	\$2,430,559	\$3,141,628
Middle Third	30	\$2,133,931	13 / 43%	\$2,413,447	\$1,896,221	\$2,102,139
Bottom Third	31	\$1,501,275	18 / 58%	\$1,895,516	\$829,221	\$1,549,786

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

The AUV for the 2 Company Owned Restaurants open a full 12 months ending fiscal year March 31, 2024 was \$2,595,021, 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 2024 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	2	\$2,595,021	1 / 50%	\$3,546,384	\$1,683,117	\$2,028,635
Top Half	1	\$1,643,657	1 / 100%	\$1,643,657	\$1,643,657	\$1,643,657
Bottom Half	1	\$3,546,384	1 / 100%	\$3,546,384	\$3,546,384	\$3,546,384

**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 2024 Fiscal Year End.

<b>Fiscal Year</b>	<b>Average Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues</b>	<b>Number of Restaurants</b>	<b>% Attaining or Below Average</b>	<b>Median Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues</b>
2023	24.7%	3	1 or 33%	25.1%

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

We have not audited the information presented above. 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. Although we are not required to do so by the Franchise Agreement, we may periodically permit you to make certain deductions from Gross Revenues. We currently allow you to deduct complimentary sales from Gross Revenues. This deduction is not part of the Franchise Agreement, and you have no legal right to this deduction. It is strictly a business practice based on our current policy that we may discontinue at any time for any reason whatsoever, without notice. This deduction may only be taken for actual complimentary meals provided to customers or employees and for no other reason. This deduction, and any other deduction we authorize, is only available to you as long as you timely and accurately report your Gross Revenues, including deductions (and supporting documents) for authorized discounts and complimentary sales. We may stop permitting you to take this complimentary sales deduction or any other deduction at any time for any reason whatsoever.

**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 & Legal Officer, Bud Culp, 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, 2022 (“2022”), March 31, 2023 (“2023”) and March 31, 2024 (“2024”)**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2022	93	92	-1
	2023	92	89	-3
	2024	89	87	-2
Company-Owned <sup>(1)</sup>	2022	3	3	0
	2023	3	4	+1
	2024	4	5	+1
Total Outlets <sup>(2)</sup>	2022	96	95	-1
	2023	95	93	-2
	2024	93	92	-1

<sup>(1)</sup> All “company-owned” outlets are owned by some or all of our shareholders, officers and affiliates. We do not directly own any of the Restaurants.

<sup>(2)</sup> Domestic/U.S. locations only.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor)**  
**For Years Ending March 31, 2022 (“2022”) , March 31, 2023 (“2023”) and March 31, 2024 (“2024”)**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Florida	2022	1
	2023	1
	2024	0
Colorado	2022	1
	2023	1
	2024	0
Georgia	2022	0
	2023	2
	2024	2
Idaho	2022	0
	2023	0
	2024	0
Indiana	2022	1
	2023	0
	2024	0
Michigan	2022	0
	2023	1
	2024	0
Missouri	2022	0
	2023	0
	2024	0
New York	2022	0
	2023	0
	2024	1
North Carolina	2022	0
	2023	0