

Provision	Section in Franchise Agreement/Satellite Store Agreement	Summary
franchise		state law.
r. Non-competition covenants after the franchise is terminated or expires	Sect. XIX.	No competing business for 2 years within 5 miles of any location that contains BREADSMITH products and no bread sales to bulk or wholesale accounts you serviced within the last year, subject to state law. No competing business in your designated area and no bread sales to bulk or wholesale accounts you serviced within the last year, subject to state law.
s. Modification of the agreement	Sect. XXVI.D.	No modifications, except in writing, but confidential manuals subject to change.
t. Integration/merger clause	Sect. XXVI.D.	Only the terms of the Franchise Agreement and representations in this FDD are binding. Any other promises outside the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement will disclaim or require you to waive reliance on any representation we make in this Disclosure Document (including exhibits and amendments).
u. Dispute resolution by arbitration or mediation	Sect. XXIV.B.	Most disputes must first be submitted to mediation in Whitefish Bay, Wisconsin subject to state law.
v. Choice of forum	Sect. XXIV.E.	Litigation must be in Wisconsin subject to state law.
w. Choice of law	Sect. XXVI.O.	Wisconsin law generally applies subject to state law.

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PUBLIC FIGURES

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

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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 any 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 only be given 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 Kevin Schuk at 409 East Silver Spring Drive, Whitefish Bay, Wisconsin 53217, (414) 962-1965, the Federal Trade Commission, and the appropriate state regulatory agencies.

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OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR THE YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	22	21	-1
	2022	21	20	-1
	2023	20	18	-2
Franchised Satellite	2021	9	9	0
	2022	9	7	-2
	2023	7	7	0
Company Owned	2021	1	2	1
	2022	2	2	0
	2023	2	2	0
Company Satellite	2021	1	2	1
	2022	2	2	0
	2023	2	2	0
Total Outlets	2021	33	34	1
	2022	34	31	-3
	2023	31	29	-2

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR)
FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
Arizona	2021	0
	2022	0
	2023	1
North Carolina	2021	0
	2022	2