

	Provision	Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Kitchen Refresh Studio 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 thirty (30) miles of your former Kitchen Refresh Studio outlet location or any other Kitchen Refresh Studio outlet location (franchised or company owned); do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 22.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t.	Integration/merger clause	Section 21.4	Only the terms of the Franchise Agreement and other related written agreements, such as any attachments to the Franchise Agreement or addenda, 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	Sections 20.1, 20.2, 20.3	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations.
v.	Choice of forum	Section 20.5	Litigation takes place in North Dakota (subject to applicable state law)
w.	Choice of law	Section 20.5	North Dakota 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 Franchise 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 performance at a particular location or under particular circumstances.

The following representation is an historic financial performance representation about our existing outlets that were in operation in calendar year 2023. As of December 31, 2023, we had four (4) franchised outlets operating in the Kitchen Refresh System for the full year. The table below presents the 2023 average sales, material costs, labor expenses, profits, number of jobs, and a summary of the smallest to largest jobs from the four (4) Kitchen Refresh franchised outlets.

2023 Totals	Average Sales	Total Number Outlets Who Met or Exceed Average Sales	Range of Sales	Median Range of Sales
Gross Sales	\$1,134,938.00	2	\$580,117 - \$1,700,00	\$1,129,818.00
Number of Jobs	91.00	3	39 - 124	101.00
Largest Project	\$30,011.00	2	\$18,642 - \$48,000	\$26,701.00
Smallest Project	\$1,398.00	2	\$220 - \$2,510	\$1,433.00
Labor Cost	\$181,607	2	\$60,485 – \$248,872	\$208,535
Material Cost	\$522,203	1	\$328,100 – \$1,100,000	\$335,633

“Gross Sales” is defined as the total revenue derived from the sale of goods and services less sales tax and customer refunds or adjustments.

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, 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 Krista Schafer at 2401 46th Avenue SE, Suite 202, Mandan, North Dakota 58554, or 702-366-9480, 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 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	5	+5
	2023	5	4	-1
Company – Owned*	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	5	+5
	2023	5	4	-1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2021 to 2023

State	Year	Number of Transfers
Minnesota	2021	0
	2022	0
	2023	1
Total	2021	0
	2022	0
	2023	1

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Minnesota	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
	2023	5	0	1	0	0	0	4
Total	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
	2023	5	0	1	0	0	0	4