

	<b>Provision</b>	<b>Section Agreement*</b>	<b>in Summary</b>
w.	Choice of law	Section 15H	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state where the Restaurant is located will govern any dispute (subject to state law).
		Section 10G.1 of the Development Agreement	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state within which the Designated Territory is located will govern any dispute (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.

This Item 19 information is an historic representation based on the past performance of existing outlets. The table below presents an unaudited statement of gross sales and certain expenses and profit numbers, as qualified below, for each of our six affiliated operated restaurants that were open and operating in 2024 (A-F in the table). Our affiliate has a lease for a seventh location, which did not open as originally planned because of COVID19 and did not operate in 2024 or for any material amount of time before that year. Accordingly, the expenses associated with that location are not included below. The affiliate operated restaurants are operationally similar to the restaurants that franchisees will operate.

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>Average</b>	<b>% of Gross Sales</b>
<b>Open Date</b>	1/20/2018	5/9/2016	12/13/2011 8	7/13/2015 1474	2/11/2020 2265	3/31/2023 2812		
<b>SqFt</b>	4005 M-F	1497 M-F	1992 M-F	1474 M-F	2265 M-F	2812 M- Th	2341	
<b>Hours</b>	10am- 2pm	10am- 2pm	11am- 2pm	11am- 2pm	11am- 2pm	9am-8pm F 9am- 3pm Sat 10am- 3pm		

	A	B	C	D	E	F	Average	% of Gross Sales
<b>Gross Sales</b>	\$2,116,287	\$1,053,503	\$837,366	\$784,708	\$821,713	\$1,521,757	\$1,189,222	
<b>Expenses</b>								
Cost of Goods Sold	\$599,790	\$227,295	\$194,375	\$179,482	\$226,858	\$391,979	\$303,296	26%
Labor and Benefits Costs	\$629,824	\$345,520	\$235,665	\$270,589	\$236,638	\$350,344	\$344,764	29%
Occupancy Costs	\$146,295	\$59,793	\$37,229	\$73,444	\$54,907	\$7,480	\$63,191	5%
Other Operating Costs	\$249,996	\$81,542	\$178,208	\$81,639	\$87,407	\$249,996	\$154,798	13%
Estimated Franchise Fees*								
<i>Royalty</i>	\$126,977	\$63,210	\$50,242	\$47,083	\$49,303	\$91,305	\$71,353	
<i>Marketing Fund</i>	\$63,489	\$31,605	\$25,121	\$23,541	\$24,651	\$45,653	\$35,677	
<i>Technology Fee</i>	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	
<b>Total Expenses</b>	\$1,819,671	\$812,265	\$724,140	\$679,078	\$683,065	\$1,140,058	\$976,380	
<b>Net Income (before depreciation, taxes, loan repayment)</b>	\$296,616	\$241,238	\$113,226	\$105,630	\$138,648	\$381,699	\$212,843	
	14%	23%	14%	13%	17%	25%	18%	

#### Notes:

**Gross Sales** – The Gross Sales represents total revenue derived from the sale of goods less sales tax. Gross sales related to our mobile eatery, outposts and corporate cafeteria contract are reported with Location A because the majority of the support for those programs is provided through that location.

**Cost of Goods Sold** – The costs of goods includes food and beverage costs as well as packaging and paper products. Our affiliate operates these six locations as a group and certain food preparation is consolidated at commissary kitchen locations (A and E). The majority of costs of goods sold are tracked at the location level, however there may be certain costs reported above at A and E that are associated with the locations supported by those kitchens.

**Labor and Benefits Costs** – Staff includes team members assigned to work at individual locations as well as team members who work across multiple locations. The labor and benefits costs reflected for each location includes the pay and benefits for the dedicated staff at each location as well as an allocation for those restaurant-level team members who work across multiple locations.

**Occupancy Costs** – Occupancy costs in the table reflect the actual rent, common area maintenance, real estate tax, and other lease expenses paid during the year, which in some cases was reduced due to a free rent period or similar concession provided by the landlord in connection with the lease.

**Other Operating Expenses** - All other expenses associated with the operations of a restaurant including but not limited to liability insurance, merchant processing fees, marketing, delivery expenses, restaurant supplies, cleaning services, and uniforms. Because our six affiliate locations are

operated as a group, some of the operating expenses may reflect efficiencies of operating as a group. Our affiliate has operated in the general Minneapolis-St. Paul metro where it has an established brand recognition over its 10 years of operations and the operating expenses reflect minimal marketing expense in 2024. We anticipate that you will have greater marketing expenses, especially during the initial phases of operation.

**Imputed Franchise Fees** – None of our affiliate locations paid any franchise fees in 2024. The imputed franchise fees in the table above represent a calculation of the royalty, marketing fund contribution and technology fees that franchisees will pay under their franchise agreement.

**Total Operating Profit** – Total operating profit generated by the restaurant excluding interest, taxes, and depreciation.

**Some stores have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Our management prepared this Item 19 financial performance representation based on information provided by our affiliates. This financial performance representation was prepared without an audit. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representations, 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 Tiffany Hauser at [tiffany@greenandthegrain.com](mailto:tiffany@greenandthegrain.com), (612) 217-1650, 200 South 6<sup>th</sup> Street, Suite 296, Minneapolis, MN 55402, the Federal Trade Commission, and the appropriate state regulatory agencies.

## **ITEM 20** **OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For Years 2022 - 20243**

<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	0	0	0
	2023	0	0	0
	2024	0	0	0