

FRANCHISE DISCLOSURE DOCUMENT



STRETCHMED[®] a Puerto Rico Limited Liability Company

StretchMed Franchise, LLC

954 Avenida Ponce De Leon

Suite 205- PMB# 10076

San Juan, Puerto Rico, 00907

(559) 705-1192

franchiseinfo@stretchmedstudios.com

The franchise offered is to operate a STRETCHMED[®] Studio that offers one-on-one assisted stretching and related products under the brand STRETCHMED[®].

The total initial investment necessary to begin operation of a one to four-table STRETCHMED[®] franchise is between \$118,160 and \$253,250. This includes \$49,500 that must be paid to the franchisor. and approximately \$495 to \$1,980 in additional fees payable to the franchisor before your business opens, which varies depending on the number of Stretch Therapist and the size of your Studio.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Brian Cook at StretchMed Franchise, LLC. 954 Avenida Ponce De Leon, Suite 205-PMB#10076, San Juan, Puerto Rico 00907, (559) 705-1192.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: May 1, 2025

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Puerto Rico, or if the corporate headquarters is no longer in Puerto Rico, the city where the corporate headquarters is then located. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Puerto Rico, or the state where the corporate headquarters is located than in your own state.
2. **Spouse Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.
3. **Limited Operation History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise system with a longer operating history.
4. **Supplier control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Institutions, Securities Division of the State of Washington, we immediately amended our application and agreed to comply with RCW 19.100.170, the anti-fraud section of the Franchise Investment Protection Act.

Other than the above action, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee

We will charge you an initial franchise fee of Forty-Nine Thousand Five Hundred Dollars (\$49,500) (the “Initial Franchise Fee”) to consult with you in a manner we deem appropriate and at our sole discretion, in identifying an Territory to open in, site selection, construction management, pre-opening marketing strategy, graphic design, social media, website landing page development, advertising and public relations, along with providing initial training for up to two (2) individuals, one of them being the Studio Manager which we will provide our Certified Stretch Therapist (CST) Training Program and Certification, to establish a single Studio under a franchise agreement. This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

Certified Stretch Therapist (CST™) Certification Fee

Before opening, we, or an outside approved supplier designated by us, will charge you a Certified Stretch Therapist (CST™) Certification Fee ranging from \$495 to \$1,980, which varies based on the number of Stretch Therapist, payable before the commencement of the training program. This fee covers the cost of training and certifying each participant in our proprietary STRETCHMED® stretching protocols. All personnel performing stretching services in any STRETCHMED® Studio, pop-up, or event must complete the CST™ Certification Program and possess a degree, license, or certification in an exercise science or related field, as approved by us.

Studio Design Materials and Equipment

You are required to purchase studio furnishings, signage, or equipment directly from us or an outside approved supplier designated by us, the cost will vary depending on the size and design of your Studio. These amounts are reflected in the Leasehold Improvements and Store Furnishings and Miscellaneous Studio Items categories in Item 7. Payment is due prior to shipment or delivery.

ITEM 6: OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Continuing Service Fee ²	6% of Gross Sales ³	Due no later than Monday of each week on Gross Sales during previous week ending Sunday ²	"Gross Sales" means all of your revenue from the franchised business, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and charge backs the Studio in good faith gives to customers. Gross Sales also include any insurance proceeds you receive for loss of business at the Studio
Advertising and Development Fund	2% of Gross Sales ³	Due no later than Monday of each week on Gross Sales during previous week, ending Sunday ³	You must pay to the systems Advertising and Development Fund 2% of Gross Sales for the preceding week. See Item 11 for a detailed discussion about this Fund.
Local Advertising	Up to \$5,000 per month. Currently at \$2,500 per month; may be reduced to \$1,500 per month	As incurred	Payable to us and/or approved suppliers. You must spend this amount on local advertising. The franchisor reserves the right to require you to increase local marketing expenditures up to \$5,000 per month until your Studio achieves at least 80% utilization. Utilization is defined as all tables fully booked from 8:00 AM to 8:00 PM, seven (7) days a week. Once 80% utilization is achieved and maintain it for 90 days, you may reduce your local marketing spend to \$1,500 per month.
Content Manager	Up to \$500 per month	As incurred	Payable to us and/or approved suppliers
Social Media Management	Up to \$500 per month	As incurred	Payable to us and/or approved suppliers
Sales Development Representative (SDR) Fee	Our then-current SDR fee Currently, \$1,200 per month, not to exceed \$2,000.00 per month	As incurred	Payable to us and/or approved suppliers. You must spend this amount on a SDR approved supplier.

Type of Fee ¹	Amount	Due Date	Remarks
Cooperative Advertising Programs	Up to 2% of Gross Sales ³	As Cooperative Program directs	You must pay to the systems Cooperative Advertising Program 2% of Gross Sales for the preceding week. See Item 11 for a detailed discussion about Cooperative Advertising Programs. This amount counts towards the \$2,500 per month you are required to spend on local advertising.
Initial Training Program	\$1,000	Before the start of Franchise School	We or an approved supplier will provide initial training and materials for up to two trainees at no extra charge to you prior to opening your Studio. If you send more than two people to initial training or you or we require future employees to receive initial training, the cost will be \$1,000 per person. See Item 11 for detailed description of training and fees.
Additional Training or Assistance Beyond Franchise School	Currently, we charge \$400 per day plus expenses for training at our designated location, and \$600 per day plus travel expenses for training at your Studio, and \$100 to \$300 per 1-2 hour video conference, teleconference, or webinar session.	On demand	We or an approved supplier may charge you for training newly hired personnel; in a manner we deem appropriate and at our sole discretion; for refresher training courses and for additional or special assistance or training we feel you need or by your request. For all training sessions you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses. Additional training programs may include, but not be limited to, webinars, video conference calls and/or in-person meetings that may be performed weekly, monthly, quarterly and annually. Monthly Coaching Webinars and Quarterly Coaching Workshops are considered additional training.
STRETCHMED® Certified Stretch Therapist (CST™) Certification Fee	Our then-current CST fee Currently, \$495 per therapist, not to exceed \$600 per therapist.	Prior to training.	We or an approved supplier will charge you a CST Certification Fee payable to us or an approved supplier before the start of the program to be held at our corporate headquarters in Puerto Rico or at any place designated by us. All staff stretching in any STRETCHMED® location, pop-up, or event, must be trained on the STRETCHMED® protocols, as well

Type of Fee ¹	Amount	Due Date	Remarks
Annual Convention	Up to \$1000 per person	On demand	You must pay us a registration fee, which will not be more than \$1000 per person. You are solely responsible for all travel, room, board, and salary expenses of your employees for attendance at the annual convention. We may require you (or your managing owner), your studio manager and/or any of your employees to attend.
Transfer or Renewal	50% of our then current initial franchise fee	Before transfer or renewal completed	If you sell your Studio, or renew your franchise agreement, you or your transferee, in the event of a transfer, must pay us 50% of the then-current initial franchise fee being charged to franchisees at that time. In the event of renewal, you must renovate your Studio at your expense to our then current build out specifications to conform to our then current standards and image.
Product and Service Purchases	Will Vary by Suppliers / Cost of Service	When billed	You must buy products and services from affiliates, our designated and approved suppliers, and us whose items meet our standards and specifications. We may permit you to buy from other suppliers to the industry.
Non-Compliance Default Notice Fee	Up to \$500 per notice of violation	Immediately after notice from us	Payable only if you violate your Franchise Agreement and/or the Operations Manuals. We reserve all rights and remedies.
Testing	Cost of Testing	When billed	This covers the costs of testing new products or inspecting new suppliers you propose.
Business Management Software, Website Upgrades, Maintenance, and Support	Then-current fee charged by our approved suppliers, which is currently \$350/month, not to exceed \$500 per month, and not to exceed \$1,000 per year for upgrades	On demand	You must install and use all third-party customer relationship management, scheduling, management, and credit card processing software that we require. We may collect the monthly fee from you on behalf of each third party.

Type of Fee ¹	Amount	Due Date	Remarks
IT Management and Consulting Fee	Our then-current IT Management and Consulting Fee Currently, \$200/mo., not to exceed \$500 per month.	On demand	For maintenance, management, and support services that we or a third party may provide in the future.
Camera System	Cost to install and maintain camera system	As incurred	You will purchase, install, and maintain a camera system specified by us, to be used for security as well as quality control and training purposes.
Phone Recording System	Cost to install and maintain phone recording system	As incurred	You will purchase, install, and maintain a phone recording system specified by us; to record any incoming calls for quality control and training purposes.
Audit	Costs we incur with any audit, that reveals under reporting or if conducted in response to a default.	Within 15 calendar days after receipt of audit report.	Payable only if (a) audit or review shows an understatement of the required Continuing Support and Service Fee payments or Fund contributions for the audited period of 2% or more, or (b) the audit or review is being conducted in response to your failure to timely submit any reports required by us. In the event that an audit discloses an understatement of Gross Sales or other discrepancy equal to or greater than two percent (2%) of Gross sales, in addition to the cost of the audit, including attorneys' fees, accountants' fees, travel expenses and compensation of our employees (These fees will not exceed our actual costs) you will be required to pay the marketing due on the amount of such understatement, plus late fees and interest.
Interest	Lesser of 18% per annum or highest commercial contract interest rate law allows	15 days after billing	Due on all amounts not paid when it falls due until paid in full.
Maintenance and Refurbishing of Store	You must reimburse our expenses	15 days after billing	If, after we notify you, you do not undertake efforts to correct deficiencies in Studio appearance, then we can undertake the repairs and you must reimburse us.

Type of Fee ¹	Amount	Due Date	Remarks
			intervene.
Improper or Unauthorized Use of Trademark	up to \$1,000 per incident	Immediately after notice from us	A fee may be imposed when Franchisee improperly uses Franchisor's Names and Marks.
Non-compliance of prohibition of advertising on daily deal sites	up to \$250 per day	Immediately after notice from us	In addition to liability for any damages for which Franchisee is legally liable, a daily fee will be assessed by the Franchisor when Franchisee posts promotions on daily deal sites, such as Groupon, Living Social, MindBody, GymPass and/or other similar sites. This daily fee will be assessed until Franchisee demonstrates promotion is completely removed, including from any internet search engines.
Music Licensing	Amounts charged by the providers for such music licensing	As invoice or otherwise agreed	<p>We may require that this amount be paid to our then-current Approved Supplier, which may be us or our affiliate, that determines to handle and manage these licenses for System franchisees.</p> <p>As of the Issue Date, we are not collecting this amount directly – but we may at some point in 2024 to help administer and manage the licensing across the System.</p>
Administrative Fee	<p>Then-current fee charged by us.</p> <p>Currently, \$50 for each late payment or late report, not to exceed \$150 for each late payment or late report.</p>	Upon demand	We reserve the right to require you to pay an administrative fee of \$50 for each late payment or late report in connection with payment of all amounts due under your Franchise Agreement.
Alternate Supplier Approval	<p>Then-current fee charged by us.</p> <p>Currently, \$500 per day for personnel, plus expenses, not to exceed \$1,000 per day.</p>	At time of request.	We may charge you or the supplier our then-current fee to evaluate and determine within a reasonable time (generally no more than 30 days) whether or not the supplier is approved.

Type of Expenditure ¹	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Additional Funds 3 months ¹³	\$10,000 - \$40,000 49,500	As Agreed	As Incurred	Employees, Third Parties
Interior Signage ¹⁴	\$765	As Agreed	As Incurred	Outside Suppliers or StretchMed Franchise, LLC
Inventory ¹⁵	\$4,576	As Agreed	As Incurred	Outside Suppliers or StretchMed Franchise, LLC
First Aid Equipment and Training ¹⁶	\$1,238	As Agreed	As Incurred	Outside Suppliers or StretchMed Franchise, LLC
Licenses and Permits ¹⁷	\$0-\$1,000	As Agreed	As Incurred	Local, State or Federal Government
STRETCHMED® Certified Stretch Therapist (CST™) Certification Fee ¹⁸	\$990 - \$1,980	As Agreed	As Incurred	Outside Suppliers or StretchMed Franchise, LLC
Professional Fees ¹⁹	\$1,000 - \$3,000	As Agreed	As Incurred	Third Parties
LOI and Lease Review ²⁰	\$1,500 - \$3,000	As Agreed	As Incurred	Third Parties and/or StretchMed Franchise, LLC
CAD Design and Virtual Rendering Fee ²¹	\$750	As Agreed	As Incurred	Third Parties and/or StretchMed Franchise, LLC
TOTAL INITIAL INVESTMENT²²	\$142,544 - \$253,250			

Explanatory Notes

1. Unless otherwise agreed by a third party, or stated in this disclosure document, none of these payments are refundable.
2. We describe the initial franchise fee in Item 5.
3. A 4-Table STRETCHMED® Studio occupies approximately 1,000-1,200 square feet of space, some Studios are a little smaller and some larger. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas than in more suburban or small-town areas. STRETCHMED® Studios can be located in strip shopping centers, shopping malls, free-standing units, and other venues in downtown commercial areas and in residential areas. We anticipate that you will rent the Studio's

reputation, prices, quality, design, and appearance. The criteria for our approval of suppliers are available to you in our Operations Manual or other written communications, which will identify our standards and specifications. We will notify you and, where appropriate, the suppliers. We may later inspect the Studio and items that you sought approval of and revoke our approval of the supplier and/or item that fails to continue to meet any of our criteria. We will send a written notice of any revocation. We may impose obligations on approved suppliers, which will be incorporated in a separate written license agreement with the supplier.

If you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you must first send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards, or the supplier meets approved supplier criteria. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (generally no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services or suppliers, as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with a limited number of suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliates for the right to do business with our system. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. You must reimburse all costs we incur related to evaluating a product or supplier that you propose, up to \$500 per day for personnel, plus expenses. We may also revoke approval of a particular product or supplier.

You must obtain all supplies, materials, fixtures, furnishings, equipment (including computer hardware and software), and other products used or offered for sale solely from approved suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications.

We and certain of our affiliates are approved suppliers and, in some cases, the only approved suppliers of specific products and services that franchisees are required to purchase or use. These include the Certified Stretch Therapist (CST™) Training and Certification Program, and real estate brokerage services (which may be provided by our affiliate, Everest CRE, LLC). Franchisees are also required to purchase specified equipment, signage, uniforms, promotional products, and studio furnishings from us, our affiliates, or other approved outside suppliers.

Brian Cook, our Founder, President, and Director of Franchise Development, is the beneficial owner of StretchMed Franchise, LLC, which supplies certain required products and services to franchisees. Accordingly, he indirectly owns an interest in the franchisor as a supplier. Other than this ownership, no officer of the franchisor owns an interest in any supplier.

Revenue Derived from a Supplier:

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlet in Next Fiscal Year
AR	2	3	0
CA	2	5	1
CT	3	5	0
DC	1	2	0
FL	6	6	0
IN	2	2	0
IL	0	1	0
MA	1	3	1
MD	1	3	1
NJ	2	4	0
NV	1	3	0
NY	0	3	1
PR	0	1	1
RI	2	3	0
SC	1	2	0
TX	2	4	0
TOTAL	26	50	5

A list of the names of all franchisees and the addresses and telephone numbers of their franchises will be provided in Exhibit H to this disclosure document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit H to this disclosure document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Former franchisees are required to sign confidentiality agreements restricting their ability to speak openly about their experience with STRETCHMED®.

There are no independent or trademark-specific franchisee organizations.

ITEM 21: FINANCIAL STATEMENTS

Attached to this disclosure document, as Exhibit F are:

1. A copy of our audited opening balance sheet for the years ended December 31, 2024, December 31, 2023 and December 31, 2022. The audits were conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”).

2. Unaudited Balance Sheet as of January 1, 2025, to September 1, 2025, and Unaudited Profit and Loss Statement as of January 1, 2025, to September 1, 2025. THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

ITEM 22: CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

1. Franchise Agreement Exhibit B

ITEM 23: RECEIPT

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document as Exhibit I. It is not a binding contract. This is merely to verify that you have received this Franchise Disclosure Document. Please return one signed copy to us and retain the other for your records.

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that the contractual provision violates this law.

2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to exclusive mediation.

3. The following language will appear in the Agreement.

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, This Agreement will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

Injunctive Relief. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

Limitations of Claims. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Non-Sufficient Funds (NSF) Checks. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for

non-renewal of the Agreement.

We will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and the System standards.

5. The initial franchise fee paid to the Franchisor by the Franchisee shall be deferred until the business opens.

FRANCHISEE:

By: _____

Name: _____

Title: _____

FRANCHISOR:

StretchMed Franchise, LLC

By: _____

Name: Brian Cook

Title: President

EXHIBIT F
To The Franchise Disclosure Document

FINANCIAL STATEMENTS

Attached to this disclosure document, as Exhibit F are:

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