

**Percentage of Companies
Per Billing Range
12-Month Billing Summary
January - December 2023**

Over \$5 Million	30.3%
\$3,000,001 - \$5,000,000	18.2%
\$2,000,001 - \$3,000,000	15.2%
\$1,000,001 - \$2,000,000	15.2%
\$500,001 - \$1,000,000	12.1%
\$1 - \$500,000	9.0%

2. **Annual Income of the Managing Owner** – This chart provides a summary of the annual gross income of EC Managing Owners. These figures represent the actual total income for the previous 12 months derived from the elements described in points A – F of this item. Annual earnings are displayed in ranges as indicated. The percentage is calculated by dividing the number of Managing Owners with earnings in a specific range by the total number of Managing Owners.

Note:

This information is based on the following criteria.

1. All outlets operating for 12 full months. (Includes those with change of ownership or asset purchase.)
2. The total number of outlets operating in this period was 54.
3. The total number of outlets used to derive this information was 54.
4. The purpose of this information is not to set a standard for a Franchisee's earnings. The goal is to provide a historical perspective of the income earned by existing Franchisees from the franchise business.
5. There were no material differences between the outlets included in this chart.
6. The median earning figure for managing owners during the applicable period was \$323,713.64; the highest managing owner earning for a company totaled \$1,232,305.88 during the applicable period; and the lowest managing owner earning for a company totaled <\$14,621.13> during the applicable period.

**Managing Owners'
Annual Earnings Summary
January - December 2023**

\$500,001 - \$1 Million+	39.4%
\$300,001 - \$500,000	12.1%
\$200,001 - \$300,000	12.1%
\$100,001 - \$200,000	18.2%
< \$100,000	18.2%

PLEASE BE ADVISED THAT A NEW FRANCHISEE'S INDIVIDUAL FINANCIAL RESULTS ARE LIKELY TO DIFFER FROM THE RESULTS STATED IN THIS EARNINGS CLAIM.

SOME EC FRANCHISED UNITS HAVE EXPERIENCED EARNINGS IN THE AMOUNTS SET FORTH IN THIS EARNINGS CLAIM. YOUR INDIVIDUAL RESULTS MAY DIFFER. ~~EC DOES NOT HEREBY PROVIDE ANY ASSURANCES THAT YOU WILL EXPERIENCE EARNINGS IN THE AMOUNTS SET FORTH IN THIS EARNINGS CLAIM.~~

EXHIBIT C TO THE DISCLOSURE DOCUMENT MINNESOTA ADDENDUM

Minnesota Statutes. Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or deduce (1) any of the franchisee's rights as provided for in Minnesota Statutes Chapter 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes, Statutes 80C.14.Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The Franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logo types or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12.Subd.1(g).

Minnesota Rules 2860.4400(D) prohibits a Franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to 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.

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

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.