

Median Adjusted Gross Sales for Bottom Quartile Reporting 2.0 Brass Tap Bars	\$991,214	\$897,167	\$953,172
High Adjusted Gross Sales for Reporting Brass Tap Bars	\$1,061,684	\$1,108,719	\$1,101,743
Low Adjusted Gross Sales for Reporting Brass Tap Bars	\$1,694,838	\$1,684,968	\$830,533

General Notes to Item 19

We have not audited the information presented above, nor have we independently verified this information. Written substantiation of the data used in preparing these sales figures 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.

As used in this Item 19, “**Adjusted Gross Sales**” has the same definition as defined in Section 6.5 of the Franchise Agreement, specifically: Gross Sales less: (1) complimentary food and beverage service, or sums collected and actually paid by you for any sales, drink or other excise tax imposed by any duly constituted governmental authority on alcoholic beverages sales in a state that prohibits the payment of Royalties on the sales; (2) the value of gift certificates and the amounts paid for them; and, (3) the amount of all reasonable over-rings, allowances, discounts to customers, tips to employees (including discounts attributable to coupon sales as determined by us in our sole judgment, provided they have been included in Gross Sales). The term “**Gross Sales**” means all revenue you derive from operating the Brass Tap Bar, including, for example, all amounts you receive at or away from the Site from any activities or services whatsoever, including any that are in any way associated with the Marks, and whether from cash, check, barter, credit or debit card or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether the gift certificates are issued by you or someone else; but excluding (1) all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority; and (2) customer refunds, adjustments, credits and allowances actually made by the Brass Tap Bar. Gross Sales also includes revenues from delivery service sales, concessions, hotel room service, catering, special functions, etc. and sales of products bearing or associated with the Marks. Gross Sales also includes revenues from retail sales whether or not such retail products bear or are associated with the Marks.

~~**This Item does not reflect the operating costs and expenses you will incur in operating a Brass Tap Bar. Net income will vary from Brass Tap Bar to Brass Tap Bar depending upon factors such as rental or real estate costs, costs of goods sold, labor costs, how you operate your business and other costs relating to the operation of the Brass Tap Bar. Some of the expenses that are not reflected in this Item, but that you will incur and should take into consideration are the following:**~~

- ~~**1. Franchise payments, including Royalties and Marketing and Development Fund Contributions**~~
- ~~**2. Salaries, payroll taxes and other employee benefits**~~
- ~~**3. Licenses**~~
- ~~**4. Rent and utilities**~~
- ~~**5. Insurance**~~
- ~~**6. Cost of equipment**~~
- ~~**7. Food and other product costs**~~
- ~~**8. Financing costs (in addition to occupancy expense)**~~
- ~~**9. Accounting and legal expenses**~~
- ~~**10. Debt repayment**~~

Table No. 5

Projected Openings As Of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	10	3	0
Florida	5	1	0
Georgia	8	1	0
Maryland	8	0	0
Nevada	3	1	0
Pennsylvania	2	1	0
Texas	45	8	0
Virginia	1	0	0
Total	82	15	0

Exhibit B lists the name of our current franchisees and the address and telephone number of each of their outlets as of December 31, 2023 and the name, address and telephone number of each of our franchisees that were not yet operational as of December 31, 2023.

Exhibit C lists the name, city and state, and current business telephone number, or if unknown, the last known home telephone number for each franchisee or area developer who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or area development agreement during the most recently completed fiscal year or who did not communicate with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last three fiscal years, in some instances, current or former franchisees sign provisions restricting their ability to speak openly about their experience with the Brass Tap system. You may wish to speak with current or former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark specific franchisee organizations associated with the franchise system being offered.

Item 21. FINANCIAL STATEMENTS.

Attached as Exhibit A are our parent, ~~FSC Franchise Co., LLC's~~ Holdco's, audited financial statements of as of December 31, 2023, December 31, 2022 and December 31, 2021. Also attached as Exhibit A is ~~FSC Franchise Co., LLC's~~ Holdco's Guaranty of Performance. ~~FSC Franchise Co., LLC~~ Holdco absolutely and unconditionally guarantees to assume our duties and obligations under the Franchise Agreement, should we become unable to perform our duties and obligations.

Item 22. CONTRACTS.

The following agreements are attached as exhibits to this disclosure document:

**MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT**

1. **Items 5 and 7 are amended to add the following:**

The Minnesota Department of Commerce requires that we defer the collection of all initial fees from Minnesota franchisees until we have completed all pre-opening obligations and you are open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

12. Item 13 is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.12, Subd. 1(g) which requires us to indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks.

2. Item 17, summary column for (c) is amended to add the following:

Any release signed as a condition of renewal will not apply to any claims you may have under the Minnesota Franchise Act.

3. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Sbd. 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 nonrenewal of the franchise agreement and that consent to transfer of the franchise will not be unreasonably withheld.

4. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

5. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document 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.

6. 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.

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

9. **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.

10. Fee Deferral. The Minnesota Department of Commerce requires that we defer the collection of all initial fees from Minnesota franchisees until we have completed all our pre-opening obligations and you are open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

US:
BRASS TAP FRANCHISOR,
LLC

YOU:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

9. **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.

10. **Fee Deferral. The Minnesota Department of Commerce requires that we defer the collection of all initial fees from Minnesota franchisees until we have completed all our pre-opening obligations and you are open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.**

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**BRASS TAP FRANCHISOR,
LLC**

DEVELOPER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____