

E. Of the ~~18157~~ reporting franchisees (~~3 of which were excluded due to being company-owned~~), ~~57~~ or ~~473341~~% of them attained or surpassed the stated results. The median result was ~~413653~~%, with a low of ~~322~~% and a high of ~~867~~%.

**System-wide Performance Averages Data in the  
2023~~2~~ Calendar Year**

Average Job Price*	\$12,648,545 <del>38</del>
“Slugging” Percentage (system-wide average of revenue divided by total system-wide appointments)**	\$2,130.881,901 <del>1</del>

\*The median was \$12,813.50

\*\*The median was \$1,495.03

The reporting franchisees include all outlets reporting at least one year of historical revenue and performance data at the time of preparation of this disclosure document. All franchisees were requested to provide information. Some outlets have earned this amount. Your individual results may vary. There is no assurance that you will earn as much.

**System-Wide Performance by Experience - 2023**

Months Reporting	Average Annual Sales
Under 12	\$815,880 <del>517,504</del> *
12-24	\$902,595 <del>3,039,252</del> **+
25-36	\$1,351,757 <del>358,864</del> ***+
37+	\$2,640,488 <del>2,100,470</del> ****+

+ = for franchisees who are operational for all 12 months of 2023

\*Median of \$482,605~~657,908~~; with high of \$704,481~~2,944,733~~ and low of \$91,833~~365,427~~

\*\*Median of \$598,455~~3,039,252~~; with high of \$2,677,450~~3,039,252~~ and low of \$3,039,252~~48,740~~

\*\*\*Median of \$214,261~~1,346,450~~; with high of \$837,727~~3,425,219~~ and low of \$163,603~~24,604~~

\*\*\*\*Median of \$1,122,210~~1,041,286~~; with high of \$5,619,406~~10,901,031~~ and low of \$163,603~~263,045~~

Barton, Andrew	AB Point Inc.	16461 Green Pines Drive	Wildwood	MO	63011	(314) 435-6258
Retter, Barry	Barry Retter	1060 Thorton Creek	Greensboro	GA	30642	(678) 428-7326
Klager, Brad	Halton	1060 Thorton Creek	Greensboro	GA	30642	(678) 428-7326
Bethea, Robert	Richmond—KSC Solutions LLC	9042 Waldelock Place	Meehaniesville	VA	23116	(804) 852-6910

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our standard franchise agreement, all renewal and transfer agreements, and all agreements to settle disputes with franchisees, generally contain confidentiality clauses. Thus, all our franchisees have signed a confidentiality clause with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with **FIVE STAR BATH SOLUTIONS**. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following is a list, to the extent known to us, of the names, addresses, telephone numbers, email addresses, and web addresses of each trademark-specific franchise organization associated with the franchise system being offered which we have created, sponsored, or endorsed: **NONE**.

The following is a list of any independent franchisee organizations that have asked to be included in this disclosure document: **NONE**.

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**21.**  
**FINANCIAL STATEMENTS**

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Attached as Exhibit A to this Disclosure Document are our audited financial statements for fiscal year-end December 31, 2021~~0~~, and the audited financial statements of our Parent for fiscal years ended December 31, 2022~~1~~ and fiscal year-end December 31, 2023~~2~~ (our parent was not in existence for all of 2021 and does not have audited financials for that year as a result). Our fiscal year-end is December 31. The guarantee of performance of our Parent to assure performance of our obligations is attached in Exhibit A as well.

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**22.**  
**CONTRACTS**

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Pursuant to Minnesota Statutes Section 80.C.21, this section will not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80.C, including, but not limited to, the right to submit matters to the jurisdiction of the courts in Minnesota.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **New York**

### **FRANCHISE DISCLOSURE DOCUMENT COVER PAGE**

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED ~~IMMEDIATELY BELOW IN EXHIBIT A~~ OR YOUR PUBLIC LIBRARY FOR ~~SOURCES OF SERVICES OR~~ INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS ~~FRANCHISE DISCLOSURE DOCUMENT~~. IF YOU LEARN THAT ANYTHING IN ~~THE~~~~THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE~~, CONTACT THE FEDERAL TRADE COMMISSION AND THE ~~NEW YORK APPROPRIATE STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.~~

~~OR PROVINCIAL AUTHORITY~~. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE ~~PROSPECTUS~~~~FRANCHISE DISCLOSURE DOCUMENT~~. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS ~~PROSPECTUS~~~~FRANCHISE DISCLOSURE DOCUMENT~~.

### **FDD Item 3**

~~Neither~~~~Except as provided above, with regard to~~ the franchisor, its predecessor, ~~any~~ person ~~listed~~~~identified~~ in Item 2, ~~nor any of an~~ affiliate offering franchises under the franchisor's principal trademark:

1. Has any administrative, criminal or material civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.
2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this Disclosure Document, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
3. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency or is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities Exchange Act of 1934) suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation actions affecting a license as a real estate broker or sales agent.