

<b>Provision</b>	<b>Section in Development Rights Agreement</b>	<b>Summary</b>
s. Modification of the agreement	12	No modifications without signed writing.
t. Integration/merger clause	12	Only terms of Development Rights Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. Nothing in the Development Rights Agreement or in any other related written agreement is intended to disclaim representations made in this franchise disclosure document.
u. Dispute resolution by arbitration or mediation	12	We and you must arbitrate all disputes within 10 miles of where we (or then-current franchisor) have our principal business address when the arbitration demand is filed (it currently is in Atlanta, Georgia).  The provisions above are subject to state law (except to the extent preempted by federal law).
v. Choice of forum	12	Subject to arbitration requirements, litigation must be (with limited exception) in courts closest to where we, as franchisor (or then-current franchisor), have our principal business address when the action is commenced (it currently is in Atlanta, Georgia) (subject to applicable state law).
w. Choice of law	12	Federal law and Georgia law apply under Development Rights Agreement (subject to applicable 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Big Blue Swim School Franchising, LLC, Attn: Tyson Fraser, 112 Krog Street NE Suite D-135 Atlanta, Georgia 30307, (773) 701-8081, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

All figures in the tables below are as of December 31 of each year. The “Company-Owned” outlets referenced in tables 1 and 4 below are owned by one or more of our affiliated entities.

Table No. 1  
**Systemwide Outlet Summary**  
**For years 2022 to 2024**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	1	7	+6
	2023	7	15	+8
	2024	15	23	+8
Company-Owned	2022	9	11	+2
	2023	11	14	+3
	2024	14	19	+5
Total Outlets	2022	10	18	+8
	2023	18	29	+11
	2024	29	42	+13