

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	None.	We do not require dispute resolution by arbitration or mediation.
v. Choice of forum	33	Subject to applicable state law, any litigation or arbitration proceeding will be heard where our principal business address is located at the time of the filing (subject to state law), currently being Naples, Florida.
w. Choice of law	34	Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Franchise Agreement is interpreted under the laws of Florida (subject to applicable state law).
x. Waiver of jury trial	37	Subject to applicable state law, you and we each waive our respective rights to a jury trial.
y. Waiver of punitive damages	36	<p>You must waive your right to claims for indirect, incidental, consequential, special, punitive, or exemplary damages of any kind, including, but not limited to, lost profits, loss of business or other economic damage, or injury to property. In the event of any litigation, mediation, arbitration, or controversy between you and us, we are each limited to the recovery of any actual damages sustained.</p> <p>You must also waive your rights to any proceeding in the nature of a class action against us and our affiliates.</p>
z. Liquidated damages	20.3	<p>We are entitled to collected liquidated damages of either \$2,500, or \$5,000 for certain breaches of the Franchise Agreement by you. The amount of liquidated damages is dependent on your breach (see Section 20.3).</p> <p>If we collect liquidated damages from you for a breach, we will not terminate the Franchise Agreement for such breach, but we may terminate the Franchise Agreement in the event of a later breach.</p>

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 or franchisor-owned outlets if there is a reasonable basis for the information, and/or if the information is included in this disclosure document. Financial performance information that differs from any included in this Section 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet

that you are considering buying, or (2) a franchisor supplements the information provided in this Section 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 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 our management by contacting Pledger M. Bishop, III, jbishop@valbridge.com, 11602 Lake Underhill Road, Suite 102, Orlando, Florida 32825, 843-856-2000, the Federal Trade Commission, and the appropriate state regulatory agency.

Item 20. **Outlets and Franchisee Information**

Table No. 1
System Outlet Summary for Years 2021 to 2023

Outlet Type	Year	Outlets at Start Year	Outlets at End of Year	Net Change
Franchised Units	2021	43	45	2
	2022	45	43	-2
	2023	43	0	-43
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	43	45	2
	2022	45	43	-2
	2023	43	0	-43

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners
(Other than Franchisor or an Affiliate) For Years 2021 to 2023

State	Year	Number of Transfers
California	2021	0
	2022	1
	2023	0
Total	2021	0
	2022	1
	2023	0