

o. Our option to purchase your business	Section 16.11	We have the option to purchase your Franchised Business upon termination or non-renewal.
p. Death or disability of you	Section 14.6	Interests in the Franchisee must be assigned by estate or legal representative of a deceased or incapacitated Owner to a third party approved by us within six (6) months.
q. Non-compete covenants during the term of the franchise	Section 17.2	You cannot be involved in a competitive business during the term of the Agreement.
r. Non-compete covenants after the franchise is terminated or expires	Section 17.3	No involvement in competing business for two (2) years within a twenty-five (25) mile radius of any OrthoLazer Location.
s. Modification of the agreement	Section 22	Must be in writing by both sides.
t. Integration/merger clause	Section 22	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	None	None
v. Choice of forum	Section 17.11	Subject to state law, all actions must be brought in the U.S. District Court for the Western District of New York or the New York State Supreme Court in Rochester, New York
w. Choice of law	Section 24.1	Subject to state law, New York law governs, except for matters regulated by the United States Trademark Act.

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in Exhibit E.

## **ITEM 18 PUBLIC FIGURES**

We do not use any public figure to promote our franchises. You have no right to use the name of any public figure for purposes of promotional efforts, advertising or endorsements, except with our prior written consent, which shall not be unreasonably withheld. No public figure has any investment in the System or us.

## **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 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 Mark Mollenkopf, President, OLC Development, LLC, 50 Methodist Hill Drive, Suite 600, Rochester New York 14623, the Federal Trade Commission, and the appropriate state regulatory agencies.

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**ITEM 20**  
**OUTLETS & FRANCHISEE INFORMATION**

**Table One: System-wide Outlet Summary for Years 2021 to 2023**

Outlet Type	Year*	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2021	8	12	4
	2022	12	14	2
	2023	14	19	5
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	8	12	4
	2022	12	14	2
	2023	14	19	5

**Table Two:**  
**Transfers of Outlets From Franchises to New Owners (Other than the Franchisor) for Years 2021 to 2023**

State(s)	Year*	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

**Table Three: Status of Franchised Outlets for Years 2021 to 2023**

State	Year*	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arkansas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	0	0	0	0	0	0	1
Colorado	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	0	0	0	0	0	0	1
Connecticut	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	1	0	0	0	0	0	1