

<b>Provision</b>	<b>Section in Franchise or Other Agreement</b>	<b>Summary</b>
t. Integration/merger clause	Section 24.4	Only the terms of the Franchise Agreement, schedules, exhibits, and Franchise Disclosure Document are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement are not enforceable.
u. Dispute resolution by arbitration or mediation	Article 22	All disputes must be resolved exclusively by litigation.
v. Choice of forum	Section 22.7	Federal or state court having jurisdiction over the subject matter in the place where our principal business office is located, subject to state law. Our principal business office is currently in Dallas, Texas. (subject to applicable state law)
w. Choice of law	Section 22.6	Texas law applies. (subject to applicable state law)

## **ITEM 18 PUBLIC FIGURES**

We do not currently use any public figure to promote the 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 Paul M. Mangiamale, 1600 S. Ocean Blvd., MPH 03, Lauderdale-by-the-Sea, FL 33062, telephone 469-248-4420, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
**System wide Outlet Summary**  
**For Years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	10	11	+1
	2022	11	12	+1
	2023	12	10	-2
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	10	11	+1
	2022	11	12	+1
	2023	12	10	-2

Note: The numbers in this table show the number of BENNIGAN'S Restaurants open and operated by franchisees in the United States as of the end of our fiscal years. There were no STEAK AND ALE Restaurants in operation during our last three fiscal years.

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

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

**TABLE NO. 3**  
**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 the Year
Florida	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
Illinois	2021	1	0	0	0	0	0	1