

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement, Section 7.6; Development Rights Rider, Section 10	<p>For two years no owning, operating, performing services for or assisting any Full Service Food Business located at the Restaurant's premises or within ten miles of the Restaurant or any other Bonefish Grill restaurant (same restrictions apply after transfer).</p> <p>Upon expiration of termination of the Development Rights Rider, for a period of two years, no direct or indirect interest in a Full Service Food Business located or operating within the Development Area or within a ten-mile radius of any Bonefish Grill restaurant in operation or under construction on the date of expiration or termination.</p>
s. Modification of the agreement	Franchise Agreement, Section 18.2	No modifications without signed writing, but we may change Operations Manual, System and standards.
t. Integration/merger clause	Franchise Agreement, Section 18.2	Only terms of Franchise Agreement are binding (subject to applicable state law). Any other promises may not be enforceable. Nothing in agreements is intended to disclaim any representation made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	Franchise Agreement, Section 18.10	Litigation generally must be in Florida in judicial circuit where we have our principal place of business (currently Tampa), subject to applicable state law.
w. Choice of law	Franchise Agreement, Section 18.9	Florida law governs (subject to applicable state law).

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PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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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 performance of 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 our Legal Department (Attn: Kelly Lefferts) at 2202 North West Shore Boulevard, 5th Floor, Tampa, Florida 33607 and (813) 282-1225, the Federal Trade Commission, and the appropriate state regulatory agencies.

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OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For Years 2022 to 2024⁽¹⁾

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchise	2022	7	7	—
	2023	7	6	-1
	2024	6	4	-2
Company-Owned	2022	178	173	-5
	2023	173	170	-3
	2024	170	162	-8
Total Outlets	2022	185	180	-5
	2023	180	176	-4
	2024	176	166	-10

⁽¹⁾ As of December 25, 2022, December 31, 2023 and December 29, 2024, respectively.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2022 to 2024⁽¹⁾

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

⁽¹⁾ As of December 25, 2022, December 31, 2023 and December 29, 2024, respectively.