

Provision	Section in ADA	Summary
t. Integration/merger clause	XI.I	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable. Nothing in the Area Development Agreement requires you to waive or disclaim any of the representations that we make in this disclosure document.
u. Dispute resolution by arbitration or mediation	IX	Same dispute resolution provisions as the Franchise Agreement.
v. Choice of forum	IX	The Area Development Agreement incorporates the dispute resolution provisions of the Franchise Agreement, which includes a forum selection provision that requires any lawsuit to be filed in the state or federal courts located closest to our headquarters, which at this time are in Portland, Oregon. Certain states have laws that supersede the choice of forum in the Franchise Agreement and require that a lawsuit be brought in the state or federal courts in the franchisee's home state. See the State-Required Addenda, Exhibit E .
w. Choice of law	IX	Oregon law applies. Certain states have laws that supersede the choice of law provision in the Franchise Agreement. See the State-Required Addenda, Exhibit E .

There are state-required addenda attached as **Exhibit E** for the states of California, Hawaii, Illinois, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia and Washington. The Michigan Addendum to FDD is attached following the state cover page.

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.

As of December 31, 2024, we had one affiliate-owned outlet and no franchised outlets. The following financial performance representation shows the gross sales and cost of goods sold of The Sports Bra® location operated by our affiliate in Portland, Oregon ("Affiliate Location").

The Affiliate Location included in this financial performance representation utilizes the System and is substantially similar to the franchises we offer except that it does not pay Royalties and is not subject to the local advertising requirement; it does pay the Brand Development Fund Fee.

	2023	2024		
Revenue				
Alcoholic Beverages	\$401,096	37.1%	\$415,042	38.0%
Non-Alcoholic Beverages	\$42,797	4.0%	\$53,522	4.9%
Food	\$463,341	42.9%	\$474,160	43.5%
Merchandise	\$124,620	11.5%	\$101,417	9.3%
Events	\$61,632	5.7%	\$91,926	8.4%
Discounts & Comped Meals	(\$12,517)	-0.9%	(\$45,247)	-4.1%
Total Revenue	\$1,080,590	100.0%	\$1,090,819	100.0%
Cost of Goods Sold				
Alcoholic Beverages	\$106,948		\$107,370	
Non-Alcoholic Beverages	\$6,900		\$9,161	
Food	\$187,989		\$183,561	
Merchandise	\$54,947		\$71,009	
Other (donated food & misc. COGS)	\$2,615		\$0	
Total Cost of Goods	\$359,399	33.3%	\$371,102	34.0%

As used above, "**Total Revenue**" means revenues attributable to or derived from the operation of the Affiliate Location, including, but not limited to, revenues from the sale of all food, alcoholic and non-alcoholic beverages, products, merchandise, events and services related to the Affiliate Location (regardless of whether such food, beverages, services or products are consumed at the Affiliate Location), and all other income of every kind and nature related to the Affiliate Location including, without limitation, catering income, income from gift card and loyalty programs and the proceeds of business interruption insurance, whether for cash, credit, barter, or otherwise, and regardless of collection in the case of credit, less (i) any sales taxes or other taxes collected from your customers for transmittal to the appropriate taxing authority; (ii) authorized discounts; (iii) refunds and credits made in good faith to arms' length customers; (iv) the amount of any checks dishonored or returned and the amount of any charge backs or reversals of credit card transactions with customers. "**Cost of Goods Sold**" does not include the cost of sports streaming and merchant account fees, which our affiliate treats as expenses of the Affiliate Location.

The information presented in this Item 19 is derived from data reported to us from our affiliate, The Sports Bra Portland. You should conduct an independent analysis of this franchise offering, consult with attorneys, accountants, appraisers, and other professional advisors who are familiar with the sports bar and restaurant industry, and prepare your own business plan and pro forma cash flow statement, balance sheet, and statement of operations.

Our affiliate's The Sports Bra® location earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representations in this Item will be made available to you upon reasonable request.

Other than as described in the preceding financial performance representation, we do not make any representations about a franchisee's financial performance or the 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 Jenny Nguyen, our president, at 2512 NE Broadway Street, Portland, Oregon 97232, tel. 503.558.6715, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised ⁽¹⁾	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	1	+1
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	0	1	+1
	2023	1	1	0
	2024	1	1	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

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

Table 3
Status of Franchised Outlets for Years 2022 to 2024

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
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0