

		business; or soliciting or influencing any of our customers, employees, or business associates to compete with us or terminate their relationship with us.
s. Modification of the Agreement	Sections 9.2, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/Merger Clause	Section 22.7	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document, the Operations Manual and/or Franchise Agreement may not be enforceable.
u. Dispute Resolution by Arbitration or Mediation	Section 23.9; Schedules 2 and 3	You must mediate and arbitrate claims against us which may be subject to state law.
v. Choice of Forum	Section 23.2; Schedules 2 and 3	Any litigation or arbitration must be pursued in Walton County, Florida (subject to applicable state law).
w. Choice of Law	Section 23.1; Schedules 2 and 3	Except as to claims governed by federal law, Florida law applies (subject to applicable state law).

## ITEM 18 PUBLIC FIGURES

We do not currently use any public figures 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 franchised business or under particular circumstances.

We had sixty-two (62) operational franchisees as of December 31, 2023. The table set forth below contains the historic Gross Revenue generated in 2024 by the fifty-nine (59) franchised units that were open for the entirety of 2024 (the “**Reporting Franchisee Units**”). Table I below shows the Gross Revenue for the Reporting Franchisee Units from January 1, 2024 to December 31, 2024.

**Table I**

<b>Location</b>	<b>2024 Gross Revenue<sup>2</sup></b>
Mobile, AL	\$640,667.79
Trussville, AL	\$1,397,025.68
West Mobile, AL	\$575,910.91
Hoover, AL	\$1,787,120.32
Saraland, AL	\$1,288,362.51
Daphne, AL	\$1,462,836.18
Foley, AL	\$856,344.17
Dothan, AL	\$1,462,159.88
Huntsville (Clinton), AL	\$1,650,278.64
Jasper, AL	\$724,866.58
Gadsden, AL	\$1,046,209.32
Birmingham (Colonnade), AL	\$944,897.73
Cullman, AL	\$792,415.58
Midtown Mobile, AL	\$798,000.35
Tillman's Corner, AL	\$755,281.71
Decatur, AL	\$955,829.18
Tuscaloosa, AL	\$984,806.53
Birmingham (UAB), AL	\$1,347,439.96
Huntsville (Hayes), AL	\$1,000,982.68
Little Rock, AR (Chenal)	\$1,601,593.53
Little Rock, AR (Main St)	\$1,319,044.21
Conway, AR	\$1,471,368.27
Benton, AR	\$1,325,788.33
North Little Rock, AR	\$1,377,552.20
Glendale, AZ	\$951,774.17
Colorado Spring, CO	\$1,289,324.52
Pensacola, FL	\$1,018,442.59
Gulf Breeze, FL	\$669,203.52
Pace, FL	\$1,104,117.73

Tallahassee, FL	\$910,298.79
Gainesville (Newberry), FL	\$761,804.03
Beulah, FL	\$931,182.83
Tallahassee, FL (Magnolia)	\$1,169,727.04
Gainesville (Butler), FL	\$1,017,578.64
Stockbridge, GA	\$1,537,207.63
Canton, GA	\$838,277.25
Locust Grove, GA	\$871,297.79
Bonaire, GA	\$990,526.63
Macon, GA	\$778,111.75
Warner Robins, GA	\$814,469.23
Duluth, GA	\$838,750.80
Rome, GA	\$1,045,678.85
Slidell, LA	\$779,229.15
Kenner, LA	\$605,526.43
Gulfport, MS	\$697,948.91
D'Iberville, MS	\$877,727.40
Hattiesburg, MS	\$743,224.93
Tupelo, MS	\$880,604.04
Ridgeland, MS	\$401,310.04
Memphis, TN	\$1,093,160.20
Nashville, TN	\$1,803,837.96
Germantown, TN	\$1,156,993.82
Jackson, TN	\$847,223.01
Murfreesboro, TN	\$1,523,441.40
Nashville (Donelson), TN	\$1,837,301.51
Hendersonville, TN	\$1,317,371.69
Smyrna, TN	\$1,017,578.64
Spring, TX	\$1,691,814.28
Cypress, TX	\$657,278.03

Table II below shows the average, median, high and low of the top 25% of the Reporting Franchisee Units, the top 50% of the Reporting Franchisee Units, the top 75% of the Reporting Franchisee Units and the top 100% of the Reporting Franchisee Units.

**Table II**

	Average	Median	High	Low
<b>Top 25% of the Reporting Franchisee Units</b>	\$1,567,926.96	1,537,207.63	\$1,837,301.51	\$1,347,439.96

<b>Top 50% of the Reporting Franchisee Units</b>	\$1,350,382.43	\$1,325,788.33	\$1,837,301.51	\$1,000,982.68
<b>Top 75% of the Reporting Franchisee Units</b>	\$1,196,706.82	\$1,104,117.73	\$1,837,301.51	\$814,469.23
<b>All Reporting Franchisee Units</b>	\$1,068,404.74	\$990,526.63	\$1,837,301.51	\$401,310.04

Notes:

1. **Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

2. "Gross Revenue" represents aggregate sales of services and products sold for 2024, as reported by the point-of-sale system used by the franchised locations satisfying the Reporting Criteria.

3. We had two (2) franchisee locations close in 2024 and one (1) temporarily close. Each of Reporting Franchisee Units operate under the same territorial and contractual obligations as offered in the Franchise Agreement attached to this Disclosure Document. Each of Reporting Franchisee Units offers services and products similar to the services and products that will be offered by you.

4. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. Franchisees or former franchisees listed in this Disclosure Document may also be a source of information.

Other than the preceding financial performance representations, we do not make any financial performance 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 Craig LeMieux, 12598 U.S. Highway 98 West, Suite 103, Destin, Florida 32550; 810-691-9623; [craig@rnrsushi.com](mailto:craig@rnrsushi.com).

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1  
SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2022 TO 2024