

<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
(q) Non-competition covenants during the term of the agreement	Section 12.A	You may have no involvement in competing business.
(r) Non-competition covenants after the development agreement is terminated or expires	Section 12.B	You may have no involvement in competing business within exclusive territory for 60 months.
(s) Modification of the agreement	Section 17	There shall be no modifications except by written agreement.
(t) Integration\merger clause	Section 17	Only the agreement and attachments are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Development Agreement or in any related agreement is intended to disclaim the representation made in this Franchise Disclosure Document.
(u) Dispute resolution by arbitration or mediation	Section 18.B, E and F	All disputes subject to good faith negotiation. Subject to state law, (i) except for actions for injunctive relief or collection, all disputes must be arbitrated, and (ii) you waive a jury trial.
(v) Choice of forum	Sections 18.B and F	Subject to state law, (i) Escape may seek injunctive relief in courts in Franklin County, Ohio, and (ii) all disputes must be litigated or arbitrated in Franklin County, Ohio.
(w) Choice of law	Section 18.D	Ohio law applies, except to extent governed by U.S. Trademark Act of 1946 (as amended) or state law.

You should refer to Exhibit C for specific disclosures required by the State Administrator, if any.

## **ITEM 18**

### **PUBLIC FIGURES**

Escape does not use any public figure to promote its franchises.

## **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 representation either orally or in writing. If you are purchasing an existing outlet, however, we or the selling franchisee 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 Kennard M. Smith at 1099 Sullivant Avenue, Columbus, Ohio 43223, 614/224-0300, Ext. 1002, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20

### OUTLETS AND FRANCHISEE INFORMATION

**Table No. 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	2022	28	24	-4
	2023	24	23	-1
	2024	23	19	-4
Company-Owned	2022	3	3	0
	2023	3	4	+1
	2024	4	4	0
Reef Kitchens	2022	13	6	-7
	2023	6	0	0
	2024	0	0	0
Total Outlets	2022	44	33	-11
	2023	33	27	-6
	2024	27	23	-4