

## FRANCHISE DISCLOSURE DOCUMENT

# GOLFTRK

GolfTRK Franchising, LLC  
A Kansas Limited Liability Company  
11207 Strang Line Road  
Lenexa, Kansas 66215  
(913) 303-9526  
info@golfrk.com  
<https://www.golfrk.com/>

We offer qualified individuals and entities the right to operate a business offering a member-focused indoor golf concept providing (i) private golf lessons and group instruction (including lessons focusing on junior development), (ii) club fitting services, (iii) equipment and retail sales, and (iv) members with unlimited access to the same leading technology utilized by professionals in the golf industry, for targeted and data-driven practice and play, under the trade name GolfTRK (each, a “GolfTRK Business”).

The total investment necessary to begin operation of a GolfTRK Business is \$298,950 to \$675,000. This includes \$126,175 to \$225,850 that must be paid to Franchisor or its Affiliate. The total investment necessary to begin operating three (3) GolfTRK Businesses is \$379,950 to \$750,000. This includes \$206,175 to \$295,850 that must be paid to the Franchisor or its Affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Alex Reed, Sam Collins and Matthew Bradley Williams at 11207 Strang Line Road, Lenexa, Kansas 66215 and (913) 303-9526.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

**Issuance date: May 29, 2025**

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only GolfTRK Business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a GolfTRK franchisee?</b>	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kansas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kansas than in your own state.
2. **Unregistered Trademark.** The Primary Trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General  
G. Mennen Williams Building, 7th Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
Telephone Number: (517) 373 7117

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**Exhibits**

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  - I. State Addenda to Disclosure Document
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Receipt (2 copies)

**Item 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

In this disclosure document, “we”, “us,” or “our” refers to GolfTRK Franchising, LLC. “You” means the person to whom we grant a GolfTRK Business. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Information about the Franchisor, its Parents, Predecessors and Affiliates

Our name is GolfTRK Franchising, LLC and we were formed as a Kansas limited liability company on July 2, 2024. Our principal business address is 11207 Strang Line Road, Lenexa, Kansas 66215. In July 2024, Albatross Golf, Inc., a Delaware Corporation, which was formed in July 9, 2024, became our parent entity and shares our principal business address. We do not have any predecessors. We use the names “GolfTRK Franchising, LLC” and “GolfTRK” when conducting business. We do not intend to use any other names to conduct business.

We have offered franchises since July 2024. Neither our parent nor any of our affiliates have offered franchises in this line or other lines of business.

As described in more detail in Item 8, we are an approved supplier of bay installation services that you are required to purchase in connection with your GolfTRK Business and branded merchandise that you may, but are not required to, offer for sale at your GolfTRK Business.

Our affiliate, GolfTRK LLC has operated a GolfTRK location in Lenexa, Kansas since 2023 and opened a second location in January 2025. This affiliate has the same business address as us. This Affiliate is wholly owned by our parent, Albatross Golf, Inc. GolfTRK LLC does not offer any products or services to our franchisees.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised, but as noted above, our affiliate, GolfTRK, LLC, does. If you are approved to become a franchisee of ours, then you will enter into our then-current form of franchise agreement (“Franchise Agreement”) with us, which is attached to this disclose document as Exhibit B. As a franchisee, you will develop and operate a GolfTRK Business offering a member-focused indoor golf concept providing (i) private golf lessons and group instruction (including lessons focusing on junior development), (ii) club fitting services, (iii) equipment and retail sales, and (iv) members with unlimited access to the same leading technology utilized by professionals in the golf industry, for targeted and data-driven practice and play, under the trade name GolfTRK and any other trademark we designate (collectively, the “Marks”).

GolfTRK Businesses offer advanced golf technology for a more efficient and targeted game improvement experience. Through an exclusive membership, the members of each GolfTRK Business have access to multiple Trackman golf simulator bays and a custom PuttView short game area that can be reserved for individual practice or group play.

Members of a GolfTRK Business pay monthly membership fees of, typically, \$199 per month (with some initial pricing discounts for new members). If members pay month to month, rather than annually, then the membership fee may be as high as \$299. We provide recommended pricing to franchisees for membership fees and franchisee must obtain our approval for deviating from such recommendations.

GolfTRK Businesses generally will have three (3) to six (6) state of the art Trackman bays and PuttView indoor golf simulators to enjoy virtual golf, with over 150 world-renowned golf courses like Pebble Beach, St. Andrews, Quail Hollow, as well as the ability to track swing, session and ball flight data. GolfTRK Businesses also provide a lounge area and leagues, where members and non-members may host and attend events. GolfTRK Businesses are generally open from 6 am until 12 am.

GolfTRK Businesses will range in size from 2,500 to 5,000 square feet and will be located in a stand-alone building, downtown storefront, or strip center (depending on the market). GolfTRK Businesses should be highly visible from the street and should allow for walk in foot traffic but in the case of larger units, may be further from foot traffic.

If you are approved to open and operate multiple GolfTRK Businesses then you will enter into our then-current multi-unit development agreement (“MUDA”), which is attached as Exhibit C to this disclosure document. The MUDA will require you to open and begin operating your GolfTRK Businesses in accordance with a mandatory development schedule. For each GolfTRK Business, you will also be required to sign our then-current form of Franchise Agreement, which may be materially different from the form of Franchise Agreement included in this disclosure document.

The golf simulation market is well developed. Due to the golf simulators and indoor environment, GolfTRK Businesses are not seasonal in nature. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering memberships for targeted and data-driven practice and play.

#### Laws and Regulations

Operation of a small business will require you to be aware of federal, state and local regulations that are common to all businesses and those laws specifically applicable to the restaurant business, including laws pertaining to food handling and safety, liquor, food labeling, sanitation, and weights and measurements, if applicable. You should also be aware of federal, state, and local employment laws and regulations, specifically including minimum wage and wage requirements. In addition, you may be required to obtain restaurant, business, occupational, food handling and other miscellaneous licenses. Some states also have laws regarding who may secure these licenses. You should consult with your own advisors and the government agencies for information on how these laws apply to you. Local law requirements vary by location.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you.

#### Agent for Service of Process

Our agent for service of process in Kansas is Alex Reed, and the agent’s principal business address is 11207 Strang Line Rd, Lenexa, KS 66215. Our agents for service of process in other states are disclosed in Exhibit A.

**Item 2**  
**BUSINESS EXPERIENCE**

**Alex Reed- Chief Executive Officer.** Alex Reed has been our Chief Executive Officer in Lenexa, Kansas, since July 2024. He also holds or has held the following roles in the previous five years:

<b>Employer</b>	<b>Title</b>	<b>Start Date (month/year)</b>	<b>End Date (month/year)</b>	<b>City, State</b>
GolfTRK LLC	CEO	8/2023	Present	Lenexa, KS
Apex Systems	Account Executive	1/2012	10/2023	Overland Park, KS
Noonan, LLC	Managing Member	8/2023	Present	Lenexa, KS
Albatross Golf, Inc.	President	6/2024	Present	Lenexa, KS

**Sam Collins- Chief Operating Officer.** Sam Collins has been our Chief Operating Officer in Lenexa, Kansas, since July 2024. He also holds or has held the following roles in the previous five years:

<b>Employer</b>	<b>Title</b>	<b>Start Date (month/year)</b>	<b>End Date (month/year)</b>	<b>City, State</b>
GolfTRK LLC	COO	8/2023	Present	Lenexa, KS
Apex Systems	Account Executive	4/2014	5/2025	Overland Park, KS
Noonan, LLC	Managing Member	8/2023	Present	Lenexa, KS
Albatross Golf, Inc.	President	6/2024	Present	Lenexa, KS

**Matthew Bradley Williams- President** Matthew Bradley Williams has been our President since July 2024. He holds this position in Lenexa, Kansas. He also holds or has held the following roles in the previous five years:

<b>Employer</b>	<b>Title</b>	<b>Start Date (month/year)</b>	<b>End Date (month/year)</b>	<b>City, State</b>
GolfTRK LLC	CTO	8/2023	Present	Lenexa, KS
ABBYY	Process Automation Specialist - Healthcare	1/2020	6/2024	Overland Park, KS
Noonan, LLC	Managing Member	8/2023	Present	Lenexa, KS
Albatross Golf, Inc.	President	6/2024	Present	Lenexa, KS

**Tanner Barnhard- Vice President.** Tanner Barnhard is our Vice President as of July 2025. He holds this position in Lenexa, Kansas. He also holds or has held the following roles in the previous five years:

<b>Employer</b>	<b>Title</b>	<b>Start Date (month/year)</b>	<b>End Date (month/year)</b>	<b>City, State</b>
GolfTRK LLC	General Manager	8/2023	7/2025	Lenexa, KS
PGA of America – Midwest Section	Player Development Committee Member	5/2025	Present	Blue Springs, MO
Don Law Golf Academy	Lead Golf Instructor	6/2023	10/2024	Boca Raton, FL
Mizner Country Club	Assistant Golf Professional	10/2022	6/2023	Delray Beach, FL
The Golden Bear Club at Keene’s Pointe	First Assistant Golf Professional	5/2017	10/2022	Windermere, FL

**Item 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**Item 4  
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**Item 5  
INITIAL FEES**

**Franchise Fee**

When you sign your Franchise Agreement, you must pay to us, as a lump sum payment, a franchise fee equal to \$49,500 (“Franchise Fee”). Except as noted below, the Franchise Fee is uniform, non-refundable and deemed fully earned when paid.

**Golf Industry Professional Discount**

If you are a professional of the Professional Golfers' Association of America (“PGA”) at the time you sign your Franchise Agreement, which means you are certified and in good standing with the PGA or if you are approved as a golf industry professional by us, then, in our sole discretion, we may discount your Franchise Fee for your first GolfTRK Business to \$39,500. As stated above, the Franchise Fee, even when discounted, is non-refundable and deemed fully earned when paid.

**Golf Bay Technology and Installation, Computer and Software**

When you sign the Franchise Agreement, you will be required to purchase golf bay technology (including installation), certain computer system components and software (Trackman simulator hardware, including the computer processor, turf, projector, impact screen, ceiling netting and sidewall protection)

from us or an affiliate. The cost for these purchases ranges from \$86,175 to \$172,350 and will be paid on a payment schedule that correlates with installation and delivery. The low end of the range accounts for three (3) bays and the high end of the range accounts for six (6) bays.

For further detail on these initial purchases, see Item 7. Once paid to us, these fees are non-refundable. These fees range in the amounts listed in the chart, which are based on the number of bays, but are otherwise uniform for all franchisees.

Multi-Unit Development

If we grant you the right to open and operate multiple GolfTRK Businesses, then you will sign our then-current MUDA, which is attached as Exhibit C to this disclosure document. At the time that you sign the MUDA, you will pay to us, as a lump sum payment, a development fee that depends on the number of GolfTRK Businesses that you are granted the right to open and operate and is calculated as follows: (i) \$49,500 for the first GolfTRK Business (unless you qualify for the Golf Industry Professional Discount) plus (ii) \$35,000 for each additional GolfTRK Business (“Development Fee”). For example, if you are granted the right to open and operate three (3) GolfTRK Businesses, then your total Development Fee will be equal to \$119,500. The Development Fee is uniform for all franchisees, is non-refundable and is deemed fully earned upon payment.

**Item 6  
OTHER FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty	7% of your Gross Sales	Weekly, on Monday	The Royalty is only payable to us and is non-refundable.  We will not increase Royalty Fees for the duration of the Franchise Agreement. See Note 1 and Note 2.
Brand Fund Contribution	1% of your Gross Sales	Weekly, on Monday	See Item 11 for a detailed discussion about these funds. Amounts due will be withdrawn by electronic wire transfer from your designated bank account.
Market Cooperative Contribution	As determined by co-op. Currently, none.	Weekly, on Monday	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of Gross Sales. Any location owned by us or any affiliate will have the same voting rights as our franchisees. Dues will be imposed by a majority vote and will not be less than 1% of Gross Sales. If any location owned by us or any affiliates have a majority vote, the maximum fees imposed will not exceed 3% of Gross Sales.
Local Marketing/Required Spending	3% of your Gross Sales	Monthly	You may only use promotional materials and advertising media or channels that are approved by us.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training fee	Currently, \$350 per day	Prior to attending training	If you send a manager or other employee to our training program after you open, then we will charge our then-current training fee. We will increase this fee if our costs associated with trainer compensation, training materials and/or travel expenses increase and for inflation. We review these costs annually.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors.
Software License and Hardware Support Subscription	Currently, \$1,100 (required) per bay plus \$1,000 per bay (optional)	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.  This fee is the software license and hardware support subscription fee for use of the Trackman platform. The \$1,100 per bay is required for the software license and the additional \$1,000 per bay is for hardware support, which is optional. This fee may increase if the software vendor increases its fees.
Non-compliance fee	\$500	On demand	We may charge you \$500 if your GolfTRK Business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you \$250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or the maximum allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	\$30 (or the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.

Type of Fee	Amount	Due Date	Remarks
Special support fee	Our then-current fee, plus our expenses. Currently, \$600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). We will increase this fee if our costs associated with trainer compensation, training materials and/or travel expenses increase and for inflation. We review these costs annually.
Customer complaint resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your GolfTRK Business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.
Special inspection fee	Currently \$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your Golf TRK Business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification. We will increase this fee if our travel expenses increase and for inflation. We review these costs annually.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	\$10,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you assign or transfer your Golf TRK Business.
Liquidated damages	An amount equal to royalty fees and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your Franchise Agreement because of your default, or if you terminate the Franchise Agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).

Type of Fee	Amount	Due Date	Remarks
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

Notes

All fees are imposed by us, collected by us, and payable only to us (other than local marketing spend and software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

1. "Gross Sales" is defined in our Franchise Agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. We currently require you to pay Royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

**Item 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Franchise Fee (see Note 1)	\$39,500 - \$49,500	Check or wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 2)	\$6,000 - \$25,000	Check	Upon signing lease	Landlord
Utilities (see Note 3)	\$250 - \$1,500	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements (see Note 4)	\$25,000 - \$120,000	Check	As incurred or when billed	Contractors
Market Introduction Program (see Note 5)	\$7,500 - \$15,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Furniture, Fixtures, and Equipment (see Note 6)	\$15,000 - \$30,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Trackman Simulator Equipment (see Note 7)	\$63,825 - \$127,650	Check or wire transfer	As incurred	Vendors and suppliers
Golf Bay Technology and Installation, Computers and Software (see Note 7)	\$86,175 - \$172,350	Check, debit, and/or credit in installments	50% due 90 days prior to installation and the remainder due 14 days prior to installation	Us
Computer System (see Note 8)	\$500 - \$1,500	Check, debit, and/or credit	As incurred	Vendors
Insurance (see Note 9)	\$200 - \$6,000	Check	Upon ordering	Insurance company
Signage (see Note 10)	\$500 - \$12,500	Check, debit, and/or credit	Upon ordering	Vendors
Access Control/AV/Security (see Note 11)	\$12,000 - \$20,000	Check, debit, and/or credit	As incurred	Vendors
Inventory (see Note 12)	\$500 - \$4,000	Check, debit, and/or credit	Upon ordering	Us
Licenses and Permits (see Note 13)	\$500 - \$1,000	Check	Upon application	Government
Professional Fees (architect, lawyer, accountant, etc.) (see Note 14)	\$15,000 - \$30,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training (see Note 15)	\$2,500 - \$5,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 16)	\$24,000 - \$54,000	Varies	Varies	Employees, suppliers, utilities

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
<b>Total</b>	<b>\$298,950 - \$675,000</b>			This is the total estimated initial investment to open and commence operating your initial location for the first three months (as described more fully in Chart A of this Item 7). See Note 3.

### YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First GolfTRK Business (see Note 16)	\$259,450 - \$625,500	Varies	Varies	Varies
Development Fee (see Note 16)	\$119,500 - \$119,500	Check or wire transfer	Upon signing the MUDA	Us
Business planning and miscellaneous expenses	\$1,000 - \$5,000	Check	As incurred	Vendors and suppliers
<b>Total</b>	<b>\$379,950 - \$750,000</b>			This is the total estimated initial investment to enter into a Multi-Unit Development Agreement for the right to own 3 GolfTRK Businesses.

#### Notes

Unless as noted below, none of the expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment. See Item 10.

1. **Franchise Fee.** As noted in Item 5, when you sign your Franchise Agreement, you must pay to us the Franchise Fee, which is uniform for all franchisees except those that qualify for the Golf Industry Professional Discount, which would lower the Franchise Fee to \$39,500 for your first GolfTRK Business.

2. **Rent and Lease Security Deposit.** Your lease security deposit will be refundable as provided in your lease. Our estimates for this line item assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a “free rent” period for the time it takes to build out your GolfTRK Business. We expect that you will rent (and not purchase)

your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. The low end of the range in the chart above accounts for a location that has three (3) bays (approximately 2,000 square feet) and the high end of the range in the chart above accounts for six (6) bays (5,000 square feet).

3. **Utilities.** Your utility deposits will be refundable as provided in your lease. Your utility deposit will depend on your market, credit score and other factors related to your location. This range accounts for your opening payment to the gas, water and electric company.

4. **Leasehold Improvements.** Leasehold Improvements is the cost of construction and build out for opening your GolfTRK Business. Because there is a range of size of the locations and depending on your market, the cost of construction will vary for each location. The low end of the range accounts for a location which has three (3) bays (approximately 2,000 square feet) and the high end of the investment range accounts for six (6) bays (5,000 square feet). The range of leasehold improvements is between \$25,000 and \$120,000, which assumes that your lease provides for a tenant improvement allowance of at least 60% of the cost of the improvements. If your lease does not include such tenant improvement allowance, then the cost for leasehold improvements may increase to up to \$300,000 on the high end for a space of 5,000 square feet.

5. **Market Introduction Program.** The Market Introduction Program is the advertising and expense associated with advertising and promoting the opening of your GolfTRK Business. These costs are primarily advertising costs, but may include costs paid to a marketing agency to execute the advertising campaign.

6. **Furniture, Fixtures and Equipment.** The Furniture, Fixtures and Equipment estimate includes the fixtures, design elements and general location furniture to open and operate your GolfTRK Business. The range of investment takes into account the smaller to larger footprint of your GolfTRK Business based on the square footage of the premises.

7. **Golf Bay Technology and Installation, Computers and Software.** Each golf bay is comprised of a variety of elements in addition to the Trackman simulator hardware, including the computer processor, turf, projector, impact screen, ceiling netting and sidewall protection. We provide the components and installation services for each bay for each facility, priced on a per-bay basis. The low end of the range of investment accounts for three (3) bays and the high end of the investment range accounts for six (6) bays in the operation. The Trackman simulator is the primary hardware system used to operate the GolfTRK Business. Trackman simulator equipment is currently priced at \$22,995 per unit plus tax. GolfTRK franchisees receive a 10% partner discount.

8. **Computer System.** A laptop computer to manage the central booking software and operating technology is required. These are detailed in Item 11.

9. **Insurance.** Insurance includes the cost of insurance necessary to operate the golf experience business. The Insurance coverage amounts of types of insurance are included in Item 8.

10. **Signage.** The Signage includes both exterior and interior signage for promoting the brand and the GolfTRK Business. The cost of signage will vary depending on how much signage you have available at your location and the cost of installation in your market.

11. **Access Control/AV/Security.** The access control system is one component of the GolfTRK Business's operating environment as it controls membership access at the entry door. "AV" in

this line item references the costs for TVs in each bay as well as the common areas as well as the audio system setup for your GolfTRK Business.

12. **Inventory.** The inventory consists of the golf products including golf balls, supplies and other items which will be used in the operation of the GolfTRK Business. These will all be purchased through us directly.

13. **Licenses and Permits.** Licenses and permits includes the cost of the licensing and permitting for your GolfTRK Business needed to operate in your market.

14. **Professional Fees.** The Professional Fees include the cost of your attorney and CPA and any other professional service providers who will help support you in opening and establishing your GolfTRK Business. We also recommend that you have a Franchise Attorney review the Franchise Agreement prior to making your investment. This range of investment also accounts for your paying the architect to support you in your location design, permitting and build out, which can range from \$12,000 to \$25,000 depending on project size, location and project scope.

15. **Travel, lodging and meals for initial training.** The cost of training is included in your Franchise Fee, but you will be responsible for the cost of travel, food and lodging to attend training. This range of investment includes this cost and will vary depending on where you are located and the types of accommodations you choose.

16. **Additional Funds.** This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll (including to yourself if you are the owner and the sole operator), additional inventory, rent, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of two (2) GolfTRK Businesses by our affiliate, and our general knowledge of the industry.

17. **Development Fee.** This estimate assumes you sign a Multi-Unit Development Agreement for three (3) GolfTRK Businesses. The estimated amount for the “First GolfTRK Business” includes everything in the estimate for the Franchise Agreement, less the Initial Franchise Fee. The Development Fee is calculated as per Item 5, which states that the Development Fee is calculated as follows: (i) \$49,500 for the first GolfTRK Business (unless you qualify for the Golf Industry Professional Discount) plus (ii) \$35,000 for each additional GolfTRK Business. The Development Fee estimate in this chart assumes that you are granted the right to open and operate three (3) GolfTRK Businesses.

## **Item 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us, our affiliate, or our designee, or from suppliers approved by us, and (2) according to our specifications.

#### Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. The location of your GolfTRK Business is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual, which includes (i) “Special” causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days’ prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify in our Brand Standards Manual or otherwise in writing. See Item 11 for more details.

D. Inventory and Operating Supplies. You will be required to purchase golf balls, golf bay consumables (turf, screens, projector bulbs) from us. If you choose to offer and sell branded merchandise from your GolfTRK Business, then you must purchase such merchandise directly from us.

E. Golf Bay Technology & Installation, Computers and Software. You must purchase the golf bay technology (and installation) and associated computers and software for use in connection with your GolfTRK Business from us directly. You are required to purchase the Trackman Simulator Equipment directly from Trackman.

F. Optional Affiliate Agreement. Franchisees may, but are not required to, enter into an affiliate agreement (the current form of which is attached to the Franchise Agreement as Attachment 5) with our parent, Albatross Golf, Inc., pursuant to which franchisees may offer GolfTRK Business customers the ability to download and subscribe to the Noonan software application. Franchisees may receive commission payments from our parent based on customer subscriptions as defined in the affiliate agreement.

Other than us, none of our officers own an interest in a supplier to our franchisees. We and our affiliates reserve the right to be a supplier (or the sole supplier) of any other goods or services used in connection with your GolfTRK Business in the future.

### Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier’s capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any

supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

#### Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. In our fiscal year ending December 31, 2024 we did not derive any revenue from required purchases and leases of products and services by franchisees because we did not yet have franchisees.

#### Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 50% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 50% to 80% of your total purchases and leases of goods and services to operate your business.

#### Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the Franchise Agreement does not prohibit us from doing so.

#### Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

#### Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, this is subject to change in the future.

#### Benefits Provided to You for Purchases

We do provide material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

**Item 9**  
**FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

<b>Obligation</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
a. Site selection and acquisition/lease	Franchise Agreement (FA): §§ 6.1, 6.2 Multi-Unit Development Agreement (MUDA): Not Applicable	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: §1(a), 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6 MUDA: Not Applicable	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: §1(a)	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6 MUDA: §1(a)	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 –7.13, 7.15, 10.1, 10.4, 11.1 MUDA: Article 1	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3 MUDA: Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 MUDA: Not Applicable	Item 8
k. Territorial development and sales quotas	FA: Not applicable MUDA: §1(a), 4(ii)	Item 12
l. Ongoing product/service purchases	FA: Article 8 MUDA: Not Applicable	Items 6 and 8

<b>Obligation</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.15 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9 MUDA: Not Applicable	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16 MUDA: Not Applicable	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4 MUDA: Not Applicable	Items 15
r. Records and reports	FA: Article 10 MUDA: Not Applicable	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2 MUDA: Not Applicable	Items 6 and 11
t. Transfer	FA: Article 15 MUDA: Article 7	Items 6 and 17
u. Renewal	FA: § 3.2 MUDA: Not Applicable	Item 17
v. Post-termination obligations	FA: Article 13, § 14.3 MUDA: Not Applicable	Item 17
w. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
x. Dispute resolution	FA: Article 17 MUDA: Article 7	Items 6 and 17

**Item 10  
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

**Item 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

Our Pre-Opening Obligations

Before you open your GolfTRK Business:

A. *Your Location.* We will review and advise you regarding potential Locations for your GolfTRK Business that you submit to us and your Location is subject to our approval. (Franchise Agreement Section 5.4). If you sign a MUDA, we will review and approve the Location of future GolfTRK Businesses and Territories for those Locations, and our then-current standards for Locations and Territories will apply. We are not obligated to further assist you in locating a Location or negotiating the purchase or lease of the Location.

- (i) We generally do not own the Location for your GolfTRK Business.
- (ii) If your Location is not already known and approved by us when you sign your Franchise Agreement, then we and you will specify in your Franchise Agreement the area in which you must select a Location (Franchise Agreement, Summary Page).
- (iii) The factors we consider in approving Locations are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.
- (iv) The time limit for us to approve or disapprove your proposed Location is 30 days after you submit all of our required documents and information. (Franchise Agreement Section 6.1). If we and you cannot agree on a Location, then you will be unable to comply with your obligation to develop and open the GolfTRK Business by the deadline stated in the Franchise Agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your Franchise Agreement.
- (v) We are not obligated to assist you in conforming the Location to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises.* We will provide you with a set of our standard building plans and specifications and/or standard recommended floor plans, and our specifications for required décor for a GolfTRK Business. (Franchise Agreement Section 5.4)

C. *Hiring and training employees.* We will provide you with our suggested staffing levels (Franchise Agreement Section 5.2), suggested guidelines for hiring employees (Franchise Agreement Section 5.2), operational instructions in the Manual, which you can use as part of training new employees (Franchise Agreement Section 5.3), but all hiring, firing and other employment decisions are ultimately yours. We will also provide our initial training program described below. Our opening support (as described below) includes assisting you in training employees, but not directly training your employees. =

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you with a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your GolfTRK Business. (Franchise Agreement Section 5.4) Except as described in Item 8, we do not provide, deliver or install these items directly; we only provide the names of approved suppliers.

E. *Brand Standards Manual.* We will give you access to our Brand Standards Manual (Franchise Agreement Section 5.1).

F. *Initial Training Program.* We will conduct our initial training program. (Franchise Agreement Section 5.4). The current initial training program is described below.

G. *Business plan review.* If you request, we will review your pre-opening business plan and financial projections. (Franchise Agreement Section 5.4)

H. *Market introduction plan.* We will advise you regarding the planning and execution of your market introduction plan. (Franchise Agreement Section 5.4)

I. *On-site opening support.* We will have a representative provide on-site support for one to two weeks in connection with your business opening. (Franchise Agreement Section 5.4)

### Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is six (6) to ten (10) months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your Location, obtain business permits and licenses, and hire employees.

### Our Post-Opening Obligations

After you open your GolfTRK Business:

A. *Developing products or services you will offer to your customers.* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the Franchise Agreement does not obligate us to do so.

B. *Hiring and training employees.* We will provide you with our suggested staffing levels and suggested guidelines for hiring employees (Franchise Agreement Section 5.2), and operational instructions in the Manual which you can use as part of training new employees, but we will not train your employees directly (Franchise Agreement Section 5.3). All hiring decisions and conditions of employment at your GolfTRK Business are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your GolfTRK Business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently \$600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Franchise Agreement Section 5.5)

D. *Establishing prices.* We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law). There will be market variables and comps which will provide market specific pricing structure for your area where you operate the business (Section 5.5). We provide recommended pricing to franchisees for membership fees and franchisee must obtain our approval for deviating from such recommendations. (Section 7.4).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you with our recommended procedures for administration, bookkeeping,

accounting, and inventory control (Section 5.5). We reserve the right to make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Fund.* We will administer the Brand Fund on behalf of the System (Franchise Agreement Section 5.5). We will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon your request. (Section 9.3)

G. *Website.* We will maintain a website for the GolfTRK System, which will include your GolfTRK Business information and telephone number. (Section 5.5)

### Advertising

*Our obligation.* We will use the Brand Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising.

*Your own advertising material.* You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

*Advertising council.* We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

*Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives, but we have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its Franchise Agreement). The amount you must contribute to the cooperative will be determined by majority vote of the members, but will not be less than 1% or more than 5% of Gross Sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members, except that the maximum contribution will be 3%. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

*Brand Fund.* You and all other franchisees must contribute to our Brand Fund. Your contribution is 1% of Gross Sales per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not collect or spend any money from the Brand Fund in our fiscal year ending December 31, 2024.

If less than all Brand Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund is spent principally to solicit new franchise sales.

*Market introduction plan.* You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

*Required spending.* After you open, you must spend at least 3% of Gross Sales each month on marketing your GolfTRK Business.

### Computer System

We currently require you to purchase or lease and use certain computer software and hardware components in connection with your GolfTRK Business (collectively, the “Computer System”), which are as follows:

1. Proprietary Operating Software – Verkada
2. Golf Bay Hardware and Software – Trackman
3. Point of Sale System – Square

The Computer System will generate or store data such as inventory/product details, sales transactions, client, employee, scheduling, reporting, and accounting information.

We estimate that the Computer System will cost between \$500 and \$1,000 for the initial purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do require you enter into such contract(s) with a third party for the above platforms/system.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$500 to \$1,000 which includes the software licenses and merchant processing fees paid to Square.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

### Brand Standards Manual

See Exhibit G for the table of contents of our Brand Standards Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 153 pages.

Training Program

Our training program consists of the following:

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	
Getting Started with Golf TRK Culture, History, and Basic Setup (Employee Handbook, Orientation Materials, etc.)	3	0	Lenexa, KS or Your Location
Operations Basics	3	2	Lenexa, KS or Your Location
Pricing	1	0	Lenexa, KS or Your Location
Golf Bay Technology and Systems	12	12	Lenexa, KS or Your Location
Marketing and Sales	4	4	Lenexa, KS or Your Location
FAQ's	3	0	Lenexa, KS or Your Location
Client Satisfaction	2	0	Lenexa, KS or Your Location
Opening the Location	1	3	Lenexa, KS or Your Location
Closing the Location	1	3	Lenexa, KS or Your Location
Deep Clean and Maintenance	1	2	Lenexa, KS or Your Location
Equipment Maintenance	1	0	Lenexa, KS or Your Location
Weekly Duties	3	3	Lenexa, KS or Your Location
Other Procedure Reviews / Miscellaneous	1	0	Lenexa, KS or Your Location
Onboarding Graduation	1	0	Lenexa, KS or Your Location
<b>TOTALS:</b>	37	29	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes in advance of the opening of the franchisee's location, doing so remotely, at a corporate location, and at the franchisee's location once sufficient build-out has been completed and close to being open, as elaborated on in the additional questions below. This may change as we start to bring on more franchisees. Our trainers are currently Alex Reed, Tanner Barnhard and Sam Collins. Their experience is provided in Item 2 of this disclosure document. The instruction materials consist primarily of our Onboarding Checklist which contains links organized by section for all applicable written procedures, training videos and a shadowing/coaching checklist and approval process all required to successfully and fully complete the necessary training. Additional instructional material will be provided consisting of additional similar training (additional procedures, additional video training, additional checklists, etc.) for

“higher-level” functions required of the franchisee and/or the individual acting as the owner/operator and/or manager of the franchisee.

Training classes will be led by the franchisor(s) and/or its delegate(s), such as a corporate-employed, tenured individual who has been delegated to lead some or all aspects of training (i.e. a manager / assistant manager / senior employee who works at a corporate (franchisor) location). Some aspects of training classes will be self-directed and led by the franchisee themselves as they follow the training structure in place which would include video training and the aforementioned instructional materials created by the franchisor/corporate (so in that sense, it is still being led by the franchisor/corporate/its delegate(s), just done remotely and/or by pre-recorded materials listed in the Onboarding/Training structure).

Franchisor/corporate delegate(s) may have various lengths of experience depending on the individual delegate, but they would typically have minimally one year of experience, if not more, and have had successfully completed both their own training and facilitation of others’ training in the past; the delegate(s) would typically be in a management role at a corporate location or be a “senior,” tenured employee if not in a formal management position.

There is no fee for up to four people to attend training. You must pay the travel and living expenses of your employees or managers attending training.

You must attend training. You may send any additional persons to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business. You will be required to pass a test which evaluates your understanding for the content and franchise operating content as covered in the training program. Should you fail to pass the test or complete the initial training, we have the right to terminate the franchise agreement with no refund of the initial franchise fee.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a new general manager to our training program, we will charge a fee, which is currently \$350 per day. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

## **Item 12 TERRITORY**

### Franchise Agreement

The Franchise Agreement grants to you the right to operate a GolfTRK Business at a single location selected by you and approved by us (the “Location”). The Franchise Agreement will identify the geographic area in which you may search for a site. Once the Location for your GolfTRK Business is identified and has been approved by us, we will determine the “Territory” for your GolfTRK Business. We estimate that the Territory will consist of approximately 100,000 people. The exact size of the Territory will be determined by us based on several factors, including without limitation, designated market area; population base; density of population; growth trends of population; apparent degree of affluence of population; the density of residential and business entities, traffic generators, driving times; and major topographical features which clearly define contiguous areas, like rivers, mountains, major freeways, and underdeveloped land areas. Once determined and/or approved by us, we will list the Location and Territory on Attachment 2 of the Franchise Agreement. You do not have the right to relocate your GolfTRK Business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a GolfTRK Business on case-by-case basis, considering factors such as changes in demographics,

profitability of your current GolfTRK Business, or a loss of your premises due to circumstances beyond your control.

In your Franchise Agreement, we grant you an exclusive Territory in that, in your Territory, we will not establish either a company-owned or franchised GolfTRK Business. The continuation of your territorial protection under your Franchise Agreement does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

Except as limited by the paragraph above, we and our affiliates retain all rights with respect to GolfTRK Businesses, the Marks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire. Specifically, we and our affiliates reserve the following rights:

- 1) Advertise and promote the System within and outside the Territory;
- 2) Operate, and license others to operate, GolfTRK Businesses at any location outside the Territory, including locations that are adjacent to the Territory;
- 3) Offer and sell, and authorize others to offer and sell, approved collateral products and services, including those offered and sold at GolfTRK Businesses under the Marks or other marks at or from any location or through any channel of distribution (including, but not limited to, catalogs, the Internet, other retail locations) and provide a limited number or representative sample of the products and services normally offered by GolfTRK Businesses;
- 4) Establish and operate, and license others to establish and operate, any business other than a GolfTRK Business, under the Marks or under other marks, whether or not located within the Territory;
- 5) Establish and operate, and license others to establish and operate, any other businesses that we or our affiliates may operate or license as a result of any acquisition, consolidation or merger, whether or not located within the Territory and whether or not such other businesses operate under the Marks or under other marks; and
- 6) Establish and operate, and license others to establish and operate, GolfTRK Businesses and other golf simulator facilities in any location providing services other than those offered by GolfTRK Businesses, including, without limitation, airports and other transportation facilities, universities, military bases, reservations, office buildings, hospitals, hotels, casinos, stadiums, and other mass gathering locations or events (“Reserved Areas”), whether or not located within the Territory.

## MUDA

Under MUDA, you are assigned a geographic area (the “Development Territory”) within which you are required to develop a certain number of GolfTRK Businesses pursuant to a mandatory development schedule. The size of the Development Territory may range from a portion of a city or an unincorporated area to a single or multi-county or single state area and will be described in the MUDA by reference to a description, an area marked on a map, streets or highways, political jurisdiction boundaries, by an area encompassed within a radius of a specific distance (or a range of distances) or of a distance sufficient to encompass a specified population (or range of populations) or by such other method of delineation as we may prescribe.

Under the MUDA, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The MUDA will designate the number of GolfTRK Businesses that you are granted the right to open and operate. Under the MUDA you must comply with the mutually-agreed development schedule, (2) have sufficient financial and organizational capacity to develop, open, operate, and manage each additional GolfTRK Business, (3) be in compliance with the Franchise Agreements associated with your existing operating GolfTRK Business(es), and (4) not be in default under any other agreement with us. If you do not meet your development schedule in the MUDA, then we have the right to terminate the MUDA and your right to develop additional outlets.

Other than under a MUDA, you do not receive any options, rights of first refusal, or similar rights to acquire additional GolfTRK Businesses.

There are no restrictions on us from soliciting or accepting customers inside your Territory. Customers are free to choose which GolfTRK Business that they will visit and/or become a member. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your Territory.

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that all marketing and advertising is subject to our approval.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

## **Item 13 TRADEMARKS**

### Principal Trademark

The Franchise Agreement gives you a license to operate a GolfTRK Business under the Mark “GolfTRK” and to use any future Marks we authorize. The Marks are owned by our Affiliate, GolfTRK, LLC. An application for registration on the Principal Register of the United States Patent and Trademark Office has been filed for the following Mark:

Trademark	Application Date	Serial Number
	5/28/2024	98571105

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the United States Patent and Trademark Office (“USPTO”), the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

However, on February 15, 2025, the USPTO issued a suspension letter suspending the application for the Mark in the chart above due to the prior-filed application for the trademark “GOLFTRXX” (at Serial Number 98344219) which is not yet currently registered. Our Affiliate intends to vigorously defend its application for “GOLFTRK.” We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Under an Intercompany License Agreement between us and GolfTRK, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your right to use the Mark in connection with your GolfTRK Business will remain unaffected.

We protect your right to use the Marks, and we protect you against claims of infringement or unfair competition arising out of your use of the Marks, to the extent described in this Item.

Pursuant to the Franchise Agreement, you are required to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a Mark licensed to you. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you.

If you use our Marks in accordance with the Franchise Agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the Mark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the Franchise Agreement, we may require you to modify or discontinue using a Mark, at your expense.

**Item 14**  
**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

Patents and Copyrights

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

We do not own any copyrights and do not have any pending copyright applications that are material to the franchise. However, we or our affiliates do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, bulletins, correspondence and communications with our franchisees, training, advertising, sales, management and promotional materials, and other written materials relating to the operation of GolfTRK Businesses and the System.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement or MUDA, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our copyrighted works on the Internet without our written permission. This includes display of the copyrighted works on commercial websites, gaming websites, advertising and promotion websites, mobile applications and social networking websites.

We are not obligated by the Franchise Agreement or MUDA, or otherwise, to take affirmative action when notified of the infringement of any copyrights, but we will protect such copyrights in the manner that we determine in our sole discretion.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The Franchise Agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

Confidential and Proprietary Information

“Confidential Information” means all proprietary and confidential information relating to the development and operation of GolfTRK Businesses, including, without limitation, all information, knowledge, know-how, trade secrets, trade dress, methodologies, techniques, procedures, applications and materials, in whatever form, used in or related to the System which we provide to you, or which you or your affiliates or your or their respective employees develop or have access to, in connection with the Franchise Agreement, MUDA or the development and operation of the GolfTRK Business(es) thereunder, including, without limitation, the standards applicable to the Manuals; product sourcing, manufacturing, inventory management and control, supply, distribution, products, and pricing; site selection, general contractors, architects, architectural, and construction plans; technology, point-of-sale and related computer software; advertising, marketing, and promotional programs including, but not limited to, gift card, loyalty, and customer reward programs; Customer Data; financial data and statements; training, inventory and financial controls, management programs; and any other information or data regarding us or our affiliates that would reasonably be considered the proprietary or confidential information of us or our affiliates. “Customer Data” includes any information from, about, or relating to customers of the GolfTRK Business that identifies, or can be used to identify, contact, locate or be traced back to the specific person to whom

such information pertains, or from which identification or contact information of a person can be derived. Customer Data includes any personally identifiable information, such as a person's name, address, phone number, fax number, email address, passport number, financial profile, credit card information or any other information by which one is reasonably able to personally identify one or more persons.

You, your affiliates, your Owners, and your employees and agents may not use, duplicate, or disclose any Confidential Information, during or after the term, other than as we specifically authorize. Upon expiration, non-renewal, or termination of a Franchise Agreement or MUDA, you must immediately stop using the Confidential Information in any business or otherwise and must return all proprietary or confidential materials to us. Each of your management-level personnel, and any of your employees or advisors who receive our Confidential Information, must sign a confidentiality agreement. Our current form of confidentiality agreement is attached to the Franchise Agreement as Attachment 4. You will be liable for any unauthorized disclosure of our Confidential Information by your Owners, employees, and agents.

If you or any of your Owners develop any new concept, process, or improvement in the operation or promotion of your GolfTRK Business, then you must promptly notify us and give us all information we require about the new process or improvement, without compensation. You and each of your Owners agree that any of these concepts, processes, or improvements will become our property, and we may use or disclose them to other franchisees as we determine appropriate. Where proprietary interests in any of these concepts, processes, or improvements do not automatically vest in us, you will assign, transfer and convey to us all of your right, title and interest in such proprietary interests. To the extent that such proprietary interests may not be assigned under applicable law, you will grant to us an exclusive, worldwide, perpetual, irrevocable, royalty-free, paid up and unconditional license, or if such grant would be invalid or not fully enforceable under applicable law, such other right and license as we reasonably request.

## **Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

### Your Participation

You are not required to participate personally in the direct operation of your GolfTRK Business. However, we recommend that you participate.

You must designate one owner of the franchisee entity (each an "Owner") as your "Principal Executive." The Principal Executive is the executive primarily responsible for your GolfTRK Business and has decision-making authority on behalf of the franchisee entity in connection with the GolfTRK Business. The Principal Executive must own at least 10% of the franchisee entity. The Principal Executive must complete our initial training program and any required additional training to our satisfaction. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

### "On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your GolfTRK Business. However, we recommend that you conduct on-premises supervision.

There is no limit on who you can hire as an on-premises supervisor (i.e. the general manager), but he or she must successfully complete our training program to our satisfaction.

We do not require that the general manager is an Owner or owns any equity in the franchisee entity.

#### Restrictions on Owners and General Managers

You and your Owners, including the Principal Executive, with an ownership interest must comply with all restrictive covenants, including those regarding non-competition, and you and all Owners must maintain the secrecy and confidentiality of our Confidential Information. Each of your management-level personnel, and any of your employees or advisors who receive our Confidential Information, must sign a confidentiality agreement. Our current form of confidentiality agreement is attached to the Franchise Agreement as Attachment 4.

Each Owner and their spouse, if applicable, must sign a Guaranty guarantying the obligations of the entity, the form of which is attached to the Franchise Agreement as Attachment 3.

By signing the Guaranty, your Owners will personally and unconditionally guarantee your obligations under the Franchise Agreement and MUDA and your Owners will be personally bound by, and personally liable for the breach of, each and every obligation of a Owner under the Franchise Agreement and Area Development Agreement. We also require that the spouses of your Owners (if any) sign the Guaranty attached to the Franchise Agreement as Attachment.

### **Item 16**

#### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

All products you use or sell at your GolfTRK Business must conform to our System Standards. These are described in our Manuals and other writings. You must not deviate from our System Standards unless we first give you our written consent. You must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the GolfTRK Business.

You must offer and sell only the items, products, and services that we have expressly approved in writing. You must stop selling any items, products, or services that we disapprove in writing. There is no limit on our right to add or remove items from the standard offering, and you must promptly comply with any changes that we make to the standard offering. You must not use or offer nonconforming items unless we first give you our written consent. You must open and operate the GolfTRK Business during the hours we specify in the Manuals or otherwise in writing.

You must participate in all market research programs that we require, which includes test-marketing new products or services, purchasing a reasonable quantity of new products for test-marketing, and promoting the sale of the new products or services. You must provide us with timely reports and test results for all such programs.

You may, but are not required to, purchase from us for resale to your customers certain merchandise such as GolfTRK items and memorabilia.

You may not advertise, promote, post, or list information relating to the GolfTRK Business on the Internet (through the creation of a website or otherwise), without our prior written consent.

While we do not restrict the customers that you may service from your GolfTRK Business, you are only permitted to offer goods and services at or from your GolfTRK Business.

You may, but are not required to, enter into an affiliate agreement (attached to the Franchise Agreement as Attachment 5), with our parent, Albatross Golf, Inc., pursuant to which you may offer your customers the ability to download and subscribe to the Noonan software application. You may receive commission payments from our parent based on customer subscriptions as detailed in the affiliate agreement.

You may not install and offer vending machines or other activities (such as cigarette machines, pool, darts, gambling activities, video games, slot machines, and other gaming devices) unless we have given our prior written consent to you to do so.

**Item 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

**Franchise Agreement**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	§ 3.1	10 years from date of Franchise Agreement.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor Franchise Agreement for up to 2 additional 5-year terms.
c. Requirements for franchisee to renew or extend	§ 3.2	<p>For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract.</p> <p>To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; present evidence that you have the right to continue to occupy the site for the GolfTRK Business; pay a renewal fee; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law).</p> <p>If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.</p>

Provision	Section in Franchise Agreement	Summary
d. Termination by franchisee	§ 14.1	If we violate a material provision of the Franchise Agreement and fail to cure or to make substantial progress toward curing the violation within 90 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	§ 14.2	We may terminate your Franchise Agreement for cause, subject to any applicable notice and cure opportunity. If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement for any GolfTRK Business that is open and operating. However, if any of your Franchise Agreements are terminated, then we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); failure to provide reports (10 days to cure); violate Franchise Agreement other than for monetary defaults, failure to provide reports or non-curable defaults (30 days to cure); operate in a manner dangerous to health or safety (48 hours to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; failure to open; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; violation of use of Marks; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; cease using System and Marks; remove identification; comply with post-term non-competition restrictions; purchase option by us.

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
j. Assignment of agreement by franchisor	§ 15.1	No restrictions on our right to assign.
k. “Transfer” by franchisee - defined	Article 1 – Definition of “Transfer”	For you (or any owner of your GolfTRK Business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor’s approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor’s approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current Franchise Agreement and related documents (including personal guaranty); you have made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor’s right of first refusal to acquire franchisee’s business	§ 15.5	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor’s option to purchase franchisee’s business	Not Applicable	Not Applicable
p. Death or disability of franchisee	§§ 2.4, 15.4	<p>If the Principal Executive dies, becomes incapacitated, transfers his/her interest in the franchisee entity, or otherwise ceases to be the executive primarily responsible for the GolfTRK Business, you must promptly designate a new Principal Executive, subject to our reasonable approval.</p> <p>If you or the Owner with the largest ownership interest in the franchisee entity dies or become incapacitated, then the executor, administrator, or personal representative of that person must transfer the GolfTRK Business to a third party approved by us (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity.</p>

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other GolfTRK Business operating on the date of termination.
s. Modification of the agreement	§ 18.4	No modification or amendment of the Franchise Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or System specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Lenexa, Kansas) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Kansas (subject to applicable state law).

**MUDA**

<b>Provision</b>	<b>Section in MUDA</b>	<b>Summary</b>
a. Length of the franchise term	§ 1 (c)	The term of the MUDA will expire on the earlier of: (1) the final Deadline for Opening as described in the Development Schedule; or (2) the date the last GolfTRK Business required to be developed by Franchisee under the Development Schedule is open for operation to the public.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	§ 4	We may terminate your MUDA for cause, subject to any applicable notice and cure opportunity. If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement for any GolfTRK Business that is open and operating. However, if any of your Franchise Agreements are terminated, then we have the right to terminate your MUDA.
g. “Cause” defined--curable defaults	Not Applicable	Not Applicable
h. “Cause” defined--non-curable defaults	§ 4	Failure to meet development schedule; violation of Franchise Agreement or other agreement that gives us the right to terminate it.
i. Franchisee’s obligations on termination/non-renewal	Not Applicable	Not Applicable
j. Assignment of agreement by franchisor	§ 7	No restrictions on our right to assign.
k. “Transfer” by franchisee - defined	Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor’s approval of transfer by franchisee	§ 7	No transfers without our approval.

<b>Provision</b>	<b>Section in MUDA</b>	<b>Summary</b>
m. Conditions for franchisor's approval of transfer	§ 7	Our approval.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	§ 7	No modification or amendment of the MUDA will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or System specifications.
t. Integration/merger clause	§ 7	Only the terms of the MUDA are binding (subject to state law). Any representations or promises outside of the disclosure document and MUDA may not be enforceable. However, no claim made in any MUDA is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§ 7	Arbitration will take place where our headquarters is located (currently, Lenexa, Kansas) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 7	Kansas (subject to applicable state law).

**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.

**Financial Results**

The following chart contains selected financial performance information for one GolfTRK Business located in Lenexa, Kansas and owned by our affiliate that was open for the entire 2024 calendar year and has three (3) golf bays. As of December 31, 2024, there were zero (0) franchisees operating and two (2) company owned GolfTRK Businesses open and operating, but one opened mid-year and was excluded from this Item 19 for that reason. The financial information included in this Item is based on the historical performance of this company-owned location during the calendar year of 2024 (“Measurement Period”).

<b>Income</b>	<b>Amount</b>	<b>% of Income</b>
Membership Revenue <sup>1</sup>	\$205,316	71%
Services Revenue <sup>2</sup>	\$82,700	28%
Other Revenue <sup>3</sup>	\$3,000	1%
<b>Total Income</b>	<b>\$291,015</b>	<b>100%</b>
<i>Revenue Per Bay<sup>4</sup></i>	<i>\$97,005</i>	
<b>Expenses</b>		
Wages <sup>5</sup>	\$118,069	
Total Other Expenses <sup>6</sup>	\$88,897	
<b>Total Expenses</b>	<b>\$206,966</b>	
<b>Income Less Expenses<sup>7</sup></b>	<b>\$84,049</b>	<b>29%</b>
<b>Estimated Franchisee Costs<sup>8</sup></b>		
Royalty	\$20,371.05	7%
Brand Fund	\$2,910.15	1%
Local Marketing	\$8,730.45	3%
Software License and Hardware Support Subscription	\$3,300 annually (for 3 bays)	

Notes:

1. Membership Revenue is defined as the revenue collected by the company-owned location from membership fees paid by customers. Members at the company owned location pay membership fees ranging from \$199 per month (with some initial pricing discounts for new members) to \$299 per month (if paying month-to-month and inclusive of a family membership).
2. Services Revenue is defined as revenue collected by the company-owned location from amounts paid by customers in exchange for club-fitting services, commissions from equipment sales and instructional fees.
3. Other Revenue is defined as revenue collected by the company-owned location from amounts paid by customers for the purchase of gift cards, guest fees, league fees and facility rental fees.
4. Revenue Per Bay was calculated by dividing the Total Revenue by three (3), which is the number of bays that the company-owned location has.
5. Wages include the wages paid to the one full-time employee of the company-owned location, which includes a salary plus commission from services. We expect that a franchised facility the size of Lenexa (three (3) bays) would be managed by one full-time employee. This full-time employee is a general manager that is salaried and earns a commission on services revenue.
6. Total Other Expenses includes expenses incurred by the company-owned location in connection with advertising, marketing, business licenses, bank fees, memberships, subscriptions, insurance, legal and accounting services, office supplies and expenses, rent, travel, utilities.
7. Income Less Expenses was calculated by subtracting the Total Expenses from Total Income. If you own and operate your own GolfTRK Business, and hire no employees, then your Income Less Expenses would increase due to the lack of "Wages" as an expense. For example, in this chart, the Income Less Expenses would increase to \$202,118.
8. The included company-owned location does not differ in its operations from a franchised GolfTRK Business, but it does not pay a Royalty or a Brand Fund contribution or have a required local advertising expenditure. However, included in the "Total Other Expenses" category are amounts expended by the company-owned location on advertising and marketing. We have included estimates of these fees based on the amounts of these fees as disclosed in Item 6 and the Gross Sales earned by this company-owned location during the Measurement Period.

The foregoing historic financial performance representations occurred during the Measurement Period and are not projections of future performance.

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

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except for what is included in this Item 19, 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, Alex Reed, Sam Collins and Matthew Bradley Williams, 11207 Strang Line Rd, Lenexa, KS 66215, and (913) 303-9526, 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**

<b>Column 1 Outlet Type</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets at the End of the Year</b>	<b>Column 5 Net Change</b>
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	1	+1
	2024	1	2	+1
Total Outlets	2022	0	0	0
	2023	0	1	+1
	2024	1	2	+1

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

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
Total	2022	0
	2023	0
	2024	0

**Table 3**  
**Status of Franchised Outlets**  
**For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 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

**Table 4**  
**Status of Company-Owned Outlets**  
**For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Kansas	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	1	0	0	0	2
Totals	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	1	0	0	0	2

**Table 5**  
**Projected Openings for 2025 As of December 31, 2024**

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Florida	1	1	0
Nebraska	0	1	0
Oregon	0	1	0
Texas	1	1	0
Totals	2	5	1*

\*As stated in Item 1, this company-owned outlet is operated by our affiliate, GolfTRK LLC, and opened in January 2025.

#### Current and Former Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

#### Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

#### Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

### **Item 21 FINANCIAL STATEMENTS**

We have not been in business for three or more years and therefore cannot provide all of the financial statements otherwise required to be disclosed in this Item. Exhibit F contains our (a) unaudited opening balance sheet dated July 2, 2024, (b) our audited financial statements for the period from July 2, 2024 to December 31, 2024 and (c) our unaudited balance sheet as of March 31, 2025 and our unaudited profit and loss statement for the period between January 1, 2025 and March 31, 2025. Our fiscal year end is December 31.

### **Item 22 CONTRACTS**

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Multi-Unit Development Agreement
- D. Rider to Lease Agreement
- J. State Addenda to Agreements

**Item 23**  
**RECEIPTS**

The last two pages of this Disclosure Document are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return the other signed copy of the Receipt to us. The Receipt contains the names of our franchise sellers.

**EXHIBIT A**

**STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process (if different from State Administrator)</b>
California	Department of Financial Protection and Innovation and Commissioner of Financial Protection and Innovation 651 Bannan Street, Suite 300 Sacramento, CA 95811 866-275-2677	
Connecticut	The Banking Commissioner The Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

# GOLFTRK

## FRANCHISE AGREEMENT

### SUMMARY PAGE

1. Franchisee \_\_\_\_\_
2. Initial Franchise Fee \$ \_\_\_\_\_
3. **Golf Bay Technology and  
Installation, Computer  
and Software** \$ \_\_\_\_\_
4. Development Area \_\_\_\_\_
5. Business Location \_\_\_\_\_
6. Territory \_\_\_\_\_
7. Opening Deadline \_\_\_\_\_
8. Principal Executive \_\_\_\_\_
9. Franchisee's Address \_\_\_\_\_

## FRANCHISE AGREEMENT

This Agreement is made between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”), and Franchisee effective as of the date signed by GolfTRK Franchise (the “Effective Date”).

### **Background Statement:**

A. GolfTRK Franchise and its affiliate GolfTRK LLC, have created and own a system (the “System”) for developing and operating a business offering o a member-focused indoor golf concept providing (i) private golf lessons and group instruction (including lessons focusing on junior development), (ii) club fitting services, (iii) equipment and retail sales, and (iv) members with unlimited access to the same leading technology utilized by professionals in the golf industry, for targeted and data-driven practice and play, under the trade name “GolfTRK”.

B. The System includes (1) methods, procedures, and standards for developing and operating a GolfTRK business, (2) plans, specifications, equipment, signage and trade dress for GolfTRK businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by GolfTRK Franchise from time to time.

C. The parties desire that GolfTRK Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a GolfTRK business on the terms and conditions of this Agreement.

### **ARTICLE 1. DEFINITIONS**

“**Action**” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by GolfTRK Franchise.

“**Business**” means the GolfTRK business owned by Franchisee and operated under this Agreement.

“**Competitor**” means any business which offers products or services the same or similar as the franchise brand.

“**Confidential Information**” means all proprietary and confidential information relating to the development and operation of Businesses, including, without limitation, all information, knowledge, know-how, trade secrets, trade dress, methodologies, techniques, procedures, applications and materials, in whatever form, used in or related to the System which we provide to you, or which you or your affiliates or your or their respective employees develop or have access to, in connection with the Franchise Agreement, MUDA or the development and operation of the Business(es) thereunder, including, without limitation, the standards applicable to the Manuals; product sourcing, manufacturing, inventory management and control, supply, distribution, products, and pricing; site selection, general contractors, architects, architectural, and construction plans; technology, point-of-sale and related computer software; advertising, marketing, and promotional programs including, but not limited to, gift card, loyalty, and customer reward programs; Customer Data; financial data and statements; training, inventory and financial controls, management programs; and any other information or data regarding us or our affiliates that would reasonably be considered the proprietary or confidential information of us or our affiliates.

**“Customer Data”** includes any information from, about, or relating to customers of the Business that identifies, or can be used to identify, contact, locate or be traced back to the specific person to whom such information pertains, or from which identification or contact information of a person can be derived. Customer Data includes any personally identifiable information, such as a person’s name, address, phone number, fax number, email address, passport number, financial profile, credit card information or any other information by which one is reasonably able to personally identify one or more persons.

**“Gross Sales”** means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

**“Input”** means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

**“Location”** means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

**“Losses”** includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of GolfTRK Franchise’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

**“Manual”** means GolfTRK Franchise’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

**“Brand Fund”** means the fund established (or which may be established) by GolfTRK Franchise into which Brand Fund Contributions are deposited.

**“Marks”** means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by GolfTRK Franchise from time to time for use in a GolfTRK business.

**“Owner”** means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

**“Remodel”** means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new GolfTRK business.

**“Required Vendor”** means a supplier, vendor, or distributor of Inputs which GolfTRK Franchise requires franchisees to use.

**“System Standards”** means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by GolfTRK Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment,

inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“**Territory**” means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

“**Transfer**” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

## ARTICLE 2. GRANT OF LICENSE

**2.1 Grant.** GolfTRK Franchise grants to Franchisee the right to operate a GolfTRK business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a GolfTRK business at the Location for the entire term of this Agreement.

**2.2 Protected Territory.** GolfTRK Franchise shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a GolfTRK business. GolfTRK Franchise retains the right to:

- 1) Advertise and promote the System within and outside the Territory;
- 2) Operate, and license others to operate, Businesses at any location outside the Territory, including locations that are adjacent to the Territory;
- 3) Offer and sell, and authorize others to offer and sell, approved collateral products and services, including those offered and sold at Businesses under the Marks or other marks at or from any location or through any channel of distribution (including, but not limited to, catalogs, the Internet, other retail locations) and provide a limited number or representative sample of the products and services normally offered by Businesses;
- 4) Establish and operate, and license others to establish and operate, any business other than a Business, under the Marks or under other marks, whether or not located within the Territory;
- 5) Establish and operate, and license others to establish and operate, any other businesses that we or our affiliates may operate or license as a result of any acquisition, consolidation or merger, whether or not located within the Territory and whether or not such other businesses operate under the Marks or under other marks; and
- 6) Establish and operate, and license others to establish and operate, Businesses and other golf simulator facilities in any location providing services other than those offered by Businesses, including, without limitation, airports and other transportation facilities, universities, military bases, reservations, office buildings, hospitals, hotels, casinos, stadiums, and other mass gathering locations or events (“**Reserved Areas**”), whether or not located within the Territory.

**2.3 Franchisee Control.** Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner’s interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify GolfTRK Franchise within 10 days.

**2.4 Principal Executive.** Franchisee agrees that the person designated as the “Principal Executive” on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to GolfTRK Franchise’s reasonable approval.

**2.5 Guaranty.** If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee’s obligations to GolfTRK Franchise, in the form of Attachment 3.

**2.6 No Conflict.** Franchisee represents to GolfTRK Franchise that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or “blocked” in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

### ARTICLE 3. TERM

**3.1 Term.** This Agreement commences on the Effective Date and continues for 10 years.

**3.2 Successor Agreement.** When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

- (i) Franchisee notifies GolfTRK Franchise of the election to renew between 90 and 180 days prior to the end of the term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with GolfTRK Franchise (or any of its affiliates) at the time of election and at the time of renewal;
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to GolfTRK Franchise) renovations and changes to the Business as GolfTRK Franchise requires (including a Remodel, if applicable) to conform to the then-current System Standards;
- (iv) Franchisee and its Owners execute GolfTRK Franchise’s then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;
- (v) Franchisee pays a renewal fee equal to twenty-five percent (25%) of the then-current Initial Franchise Fee;

- (vi) Franchisee presents evidence that it has the right to continue to operate the site for the Business;
- (vii) Franchisee and each Owner executes a general release (on GolfTRK Franchise's then-standard form) of any and all claims against GolfTRK Franchise, its affiliates, and their respective owners, officers, directors, agents and employees.

## **ARTICLE 4. FEES**

### **4.1 Initial Fees.**

(a) Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. The Franchise Fee is fully earned upon payment and is not refundable.

(b) Golf Bay Technology and Installation, Computer and Software. Upon signing this Agreement, Franchisee will be required to purchase, for the amount stated on the Summary Page, the golf bay technology (including installation), certain computer system components and software (Trackman simulator hardware, including the computer processor, turf, projector, impact screen, ceiling netting and sidewall protection) from GolfTRK Franchise or its affiliate/designee. This fee is fully earned upon payment and is not refundable.

**4.2 Royalty Fee.** Franchisee shall pay GolfTRK Franchise a weekly royalty fee (the "Royalty Fee") equal to 7% of Gross Sales. The Royalty Fee for any given week is due on Monday of the following week.

### **4.3 Marketing Contributions.**

(a) Brand Fund Contribution. Franchisee shall pay GolfTRK Franchise a contribution to the Brand Fund (the "Brand Fund Contribution") equal to 1% of Franchisee's Gross Sales at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

**4.4 Replacement / Additional Training Fee.** If Franchisee sends an employee to GolfTRK Franchise's training program after opening, GolfTRK Franchise may charge its then-current training fee. As of the date of this Agreement, the training fee is \$600 per day.

**4.5 Non-Compliance Fee.** GolfTRK Franchise may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to GolfTRK Franchise) which Franchisee fails to cure after 30 days' notice. Thereafter, GolfTRK Franchise may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of GolfTRK Franchise's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of GolfTRK Franchise's other rights and remedies (including default and termination under Section 14.2).

**4.6 Reimbursement.** GolfTRK Franchise may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If GolfTRK Franchise does so or intends

to do so, Franchisee shall pay such amount plus a 10% administrative charge to GolfTRK Franchise within 15 days after invoice by GolfTRK Franchise accompanied by reasonable documentation.

#### **4.7 Payment Terms.**

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to GolfTRK Franchise by pre-authorized bank draft or in such other manner as GolfTRK Franchise may require. Franchisee shall comply with GolfTRK Franchise's payment instructions.

(b) Calculation of Fees. Franchisee shall report weekly Gross Sales to GolfTRK Franchise by Monday of the following week. If Franchisee fails to report weekly Gross Sales, then GolfTRK Franchise may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last Gross Sales reported to GolfTRK Franchise, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that GolfTRK Franchise has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. GolfTRK Franchise may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by GolfTRK Franchise (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. GolfTRK Franchise may apply any payment received from Franchisee to any obligation and in any order as GolfTRK Franchise may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to GolfTRK Franchise any fees or amounts described in this Agreement are not dependent on GolfTRK Franchise's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to GolfTRK Franchise or its affiliates and on services or goods furnished to Franchisee by GolfTRK Franchise or its affiliates, unless the tax is an income tax assessed on GolfTRK Franchise or its affiliates for doing business in the state where the Business is located.

### **ARTICLE 5. ASSISTANCE**

**5.1 Manual.** GolfTRK Franchise shall make its Manual available to Franchisee.

**5.2 Assistance in Hiring Employees.** GolfTRK Franchise shall provide its suggested staffing levels to Franchisee. GolfTRK Franchise shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

**5.3 Assistance in Training Employees.** GolfTRK Franchise shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

#### **5.4 Pre-Opening Assistance.**

(a) Selecting Location. GolfTRK Franchise shall provide its criteria for GolfTRK locations to Franchisee. GolfTRK Franchise will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable period of time after the Effective Date, GolfTRK Franchise shall provide Franchisee with (i) GolfTRK Franchise's sample set of standard building plans and specifications and/or standard recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as GolfTRK Franchise deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (iv) GolfTRK Franchise's lists of Approved Vendors and/or Required Vendors.

(c) Business Plan Review. If requested by Franchisee, GolfTRK Franchise shall review and advise on Franchisee's pre-opening business plan and financial projections. Franchisee acknowledges that GolfTRK Franchise accepts no responsibility for the performance of the Business.

(d) Pre-Opening Training. GolfTRK Franchise shall make available its standard pre-opening training to the Principal Executive and up to 3 other team members, at GolfTRK Franchise's headquarters and/or at a GolfTRK business designated by GolfTRK Franchise. GolfTRK Franchise shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. GolfTRK Franchise reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(e) Market Introduction Plan. GolfTRK Franchise shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(f) On-Site Opening Assistance. GolfTRK Franchise shall have a representative support Franchisee's business opening with one to two weeks of onsite opening training and assistance.

#### **5.5 Post-Opening Assistance.**

(a) Advice, Consulting, and Support. If Franchisee requests, GolfTRK Franchise will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent GolfTRK Franchise deems reasonable. If GolfTRK Franchise provides in-person support in response to Franchisee's request, GolfTRK Franchise may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, GolfTRK Franchise will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. GolfTRK Franchise will provide Franchisee with GolfTRK Franchise's recommended administrative, bookkeeping, accounting, and inventory control procedures. GolfTRK Franchise may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. GolfTRK Franchise shall manage the Brand Fund.

(e) Internet. GolfTRK Franchise shall maintain a website for GolfTRK, which will include Franchisee's location (or territory) and telephone number. Franchisee may not advertise, promote, post, or

list information relating to the Business on the Internet (through the creation of a website or otherwise), without Franchisee's prior written consent.

## **ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING**

**6.1 Determining Location and Territory.** If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to GolfTRK Franchise for acceptance, with all related information GolfTRK Franchise may request. If GolfTRK Franchise does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When GolfTRK Franchise accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. GolfTRK Franchise shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If GolfTRK Franchise fails to state the Territory in writing within 60 days after Franchisee opens the Business to the public, the Territory will be deemed to be the zip code where the franchised business is located and the immediately surrounding zip codes which together comprise a total of 100,000 population.

(iii) GolfTRK Franchise's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and GolfTRK Franchise has no liability to Franchisee with respect to the location of the Business.

**6.2 Lease.** In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by GolfTRK Franchise, Franchisee must submit the proposed lease to GolfTRK Franchise for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by GolfTRK Franchise.

**6.3 Development.** Franchisee shall construct (or remodel) and finish the Location in conformity with GolfTRK Franchise's System Standards. If required by GolfTRK Franchise, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining GolfTRK Franchise's approval of Franchisee's plans. GolfTRK Franchise may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by GolfTRK Franchise or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and GolfTRK Franchise assumes no liability with respect thereto. GolfTRK Franchise's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

**6.4 New Franchisee Training.** Franchisee's Principal Executive must complete GolfTRK Franchise's training program for new franchisees to GolfTRK Franchise's satisfaction at least four weeks before opening the Business.

**6.5 Conditions to Opening.** Franchisee shall notify GolfTRK Franchise at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System

Standards, (4) GolfTRK Franchise has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of GolfTRK Franchise's required pre-opening training; and (7) GolfTRK Franchise has given its written approval to open, which will not be unreasonably withheld.

**6.6 Opening Date.** Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

## ARTICLE 7. OPERATIONS

**7.1 Compliance with Manual and System Standards.** Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

**7.2 Compliance with Law.** Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

**7.3 Products, Services, and Methods of Sale.** All products Franchisee uses or sells at the Business must conform to the System Standards. Franchisee must not deviate from the System Standards unless Franchisor first gives written consent. Franchisee must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the Business. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by GolfTRK Franchise in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by GolfTRK Franchise, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that GolfTRK Franchise may require. Franchisee may, but is not required to, purchase from Franchisor for resale to Franchisee's customers certain merchandise such as GolfTRK items and memorabilia. Franchisee may not install and offer vending machines or other activities (such as cigarette machines, pool, darts, gambling activities, video games, slot machines, and other gaming devices) unless Franchisor has given prior written consent.

**7.4 Prices.** Franchisee acknowledges that the System Standards determined by GolfTRK Franchise may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law). GolfTRK Franchise will provide recommended pricing to Franchisee for membership fees and Franchisee must obtain Franchisor's approval for deviating from such recommendations.

### **7.5 Personnel.**

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed GolfTRK Franchise's training program.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(d) **Qualifications.** GolfTRK Franchise may set minimum qualifications for categories of employees employed by Franchisee.

(e) **Sole Responsibility.** Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and GolfTRK Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of GolfTRK Franchise. Within seven days of GolfTRK Franchise's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not GolfTRK Franchise) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

**7.6 Post-Opening Training.** GolfTRK Franchise may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by GolfTRK Franchise. GolfTRK Franchise may charge a reasonable fee for any training programs. GolfTRK Franchise may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

**7.7 Software.** Without limiting the generality of [Section 7.1](#) or [Section 8.1](#), Franchisee shall acquire and use all software and related systems required by GolfTRK Franchise. Franchisee shall enter into any subscription and support agreements that GolfTRK Franchise may require. Franchisee shall upgrade, update, or replace any software from time to time as GolfTRK Franchise may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give GolfTRK Franchise unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by GolfTRK Franchise.

**7.8 Customer Complaints.** Franchisee shall use its best efforts to promptly resolve any customer complaints. GolfTRK Franchise may take any action it deems appropriate to resolve a customer complaint regarding the Business, and GolfTRK Franchise may require Franchisee to reimburse GolfTRK Franchise for any expenses.

**7.9 Evaluation and Compliance Programs.** Franchisee shall participate at its own expense in programs required from time to time by GolfTRK Franchise for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. GolfTRK Franchise shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by GolfTRK Franchise for such programs. GolfTRK Franchise may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google). Franchisee must participate in all market research programs that Franchisor requires, which includes test-marketing new products or services, purchasing a reasonable quantity of new products for test-marketing, and promoting the sale of the new products or services. Franchisee must provide Franchisor with timely reports and test results for all such programs.

**7.10 Payment Systems.** Franchisee shall accept payment from customers in any form or manner designated by GolfTRK Franchise (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by

GolfTRK Franchise. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

**7.11 Gift Cards, Loyalty Programs, and Incentive Programs.** At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by GolfTRK Franchise, in the manner specified by GolfTRK Franchise in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another GolfTRK business. Franchisee shall comply with all procedures and specifications of GolfTRK Franchise related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

**7.12 Maintenance and Repair.** Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as GolfTRK Franchise may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

**7.13 Remodeling.** In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, GolfTRK Franchise may require Franchisee to undertake and complete a Remodel of the Location to GolfTRK Franchise's satisfaction. Franchisee must complete the Remodel in the time frame specified by GolfTRK Franchise. GolfTRK Franchise may require the Franchisee to submit plans for GolfTRK Franchise's reasonable approval prior to commencing a required Remodel. GolfTRK Franchise's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

**7.14 Meetings.** The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that GolfTRK Franchise requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

**7.15 Insurance.**

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by GolfTRK Franchise in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);
- (ii) Business interruption insurance covering at least 12 months of income;
- (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000; and

(v) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list GolfTRK Franchise and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of GolfTRK Franchise and its affiliates, (3) be primary and non-contributing with any insurance carried by GolfTRK Franchise or its affiliates, and (4) stipulate that GolfTRK Franchise shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to GolfTRK Franchise prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of GolfTRK Franchise.

**7.16 Payments to Third Parties.** Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

**7.17 Public Relations.** Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding GolfTRK, the Business, or any particular incident or occurrence related to the Business, without GolfTRK Franchise's prior written approval, which will not be unreasonably withheld.

**7.18 Association with Causes.** Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without GolfTRK Franchise's prior written approval, which will not be unreasonably withheld.

**7.19 No Other Activity Associated with the Business.** Franchisee shall not engage in any business or other activity at the Location other than operation of the GolfTRK Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except GolfTRK businesses.

**7.20 No Third-Party Management.** Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of GolfTRK Franchise, which will not be unreasonably withheld.

**7.21 Identification.** Franchisee must identify itself as the independent owner of the Business in the manner prescribed by GolfTRK Franchise. Franchisee must display at the Business signage prescribed by GolfTRK Franchise identifying the Location as an independently owned franchise.

**7.22 Business Practices.** Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from GolfTRK Franchise. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

**7.23. Optional Affiliate Agreement.** Franchisee may, but is not required to, enter into the Affiliate Agreement attached to this Agreement as Attachment 5, with Albatross Golf, Inc., pursuant to which Franchisee may offer its customers the ability to download and subscribe to the Noonan software

application. Franchisees may receive commission payments from Albatross Golf, Inc. based on customer subscriptions as detailed in the Affiliate Agreement.

## ARTICLE 8. SUPPLIERS AND VENDORS

**8.1 Generally.** Franchisee shall acquire all Inputs required by GolfTRK Franchise from time to time in accordance with System Standards. GolfTRK Franchise may require Franchisee to purchase or lease any Inputs from GolfTRK Franchise, GolfTRK Franchise's designee, Required Vendors, Approved Vendors, and/or under GolfTRK Franchise's specifications. GolfTRK Franchise may change any such requirement or change the status of any vendor. To make such requirement or change effective, GolfTRK Franchise shall issue the appropriate System Standards.

**8.2 Alternate Vendor Approval.** If GolfTRK Franchise requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GolfTRK Franchise. GolfTRK Franchise may condition its approval on such criteria as GolfTRK Franchise deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. GolfTRK Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

**8.3 Alternate Input Approval.** If GolfTRK Franchise requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GolfTRK Franchise. GolfTRK Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

**8.4 Purchasing.** GolfTRK Franchise may negotiate prices and terms with vendors on behalf of the System. GolfTRK Franchise may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. GolfTRK Franchise has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. GolfTRK Franchise may implement a centralized purchasing system. GolfTRK Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as GolfTRK Franchise may determine.

**8.5 No Liability of Franchisor.** GolfTRK Franchise shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

**8.6 Product Recalls.** If GolfTRK Franchise or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from GolfTRK Franchise or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

## ARTICLE 9. MARKETING

**9.1 Approval and Implementation.** Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media

marketing or presence, and sponsorships) that have not been approved by GolfTRK Franchise. GolfTRK Franchise may (but is not obligated to) operate all “social media” accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that GolfTRK Franchise may prescribe. Franchisee shall implement any marketing plans or campaigns determined by GolfTRK Franchise.

**9.2 Use by GolfTRK Franchise.** GolfTRK Franchise may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to GolfTRK Franchise for such purpose.

**9.3 Brand Fund.** GolfTRK Franchise may establish a Brand Fund to promote the System on a local, regional, national, and/or international level. If GolfTRK Franchise has established a Brand Fund:

(a) Separate Account. GolfTRK Franchise shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from GolfTRK Franchise’s other accounts.

(b) Use. GolfTRK Franchise shall use the Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as GolfTRK Franchise reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of GolfTRK Franchise’s employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at GolfTRK Franchise’s sole discretion, and GolfTRK Franchise has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. GolfTRK Franchise is not obligated to (i) have all other GolfTRK businesses (whether owned by other franchisees or by GolfTRK Franchise or its affiliates) contribute to the Brand Fund, or (ii) have other GolfTRK businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. GolfTRK Franchise may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, GolfTRK Franchise may loan such funds to the Brand Fund on reasonable terms.

(f) Financial Statement. GolfTRK Franchise will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of GolfTRK Franchise’s fiscal year and will provide the financial statement to Franchisee upon request.

**9.4 Market Cooperatives.** GolfTRK Franchise may establish market advertising and promotional cooperative funds (“Market Cooperative”) in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of

this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. GolfTRK Franchise shall not require Franchisee to be a member of more than one Market Cooperative. If GolfTRK Franchise establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by GolfTRK Franchise. GolfTRK Franchise may require the Market Cooperative to adopt bylaws or regulations prepared by GolfTRK Franchise. Unless otherwise specified by GolfTRK Franchise, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. GolfTRK Franchise will be entitled to attend and participate in any meeting of a Market Cooperative. Any GolfTRK business owned by GolfTRK Franchise in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, GolfTRK Franchise may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to GolfTRK Franchise's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of GolfTRK Franchise pursuant to Section 9.1. GolfTRK Franchise may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only GolfTRK Franchise will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. GolfTRK Franchise may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

**9.5 Required Spending.** Franchisee shall spend at least 3% of Gross Sales each month on marketing the Business. Upon request of GolfTRK Franchise, Franchisee shall furnish proof of its compliance with this Section. GolfTRK Franchise has the sole discretion to determine what activities constitute "marketing" under this Section. GolfTRK Franchise may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

**9.6 Market Introduction Plan.** Franchisee must develop a market introduction plan and obtain GolfTRK Franchise's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

## ARTICLE 10. RECORDS AND REPORTS

**10.1 Systems.** Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as GolfTRK Franchise may specify in the Manual or otherwise in writing.

### 10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as GolfTRK Franchise may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of GolfTRK Franchise's fiscal year; and
- (iii) any information GolfTRK Franchise requests in order to prepare a financial performance representation for GolfTRK Franchise's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify GolfTRK Franchise of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as GolfTRK Franchise may request.

(c) Government Inspections. Franchisee shall give GolfTRK Franchise copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to GolfTRK Franchise such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that GolfTRK Franchise may reasonably request.

**10.3 Initial Investment Report.** Within 120 days after opening for business, Franchisee shall submit to GolfTRK Franchise a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of GolfTRK Franchise's Franchise Disclosure Document and with such other information as GolfTRK Franchise may request.

**10.4 Business Records.** Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as GolfTRK Franchise may specify in the Manual or otherwise in writing.

**10.5 Records Audit.** GolfTRK Franchise may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. GolfTRK Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by GolfTRK Franchise. Franchisee shall also reimburse GolfTRK Franchise for all costs and expenses of the examination or audit if (i) GolfTRK Franchise conducted the audit because

Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

## ARTICLE 11. FRANCHISOR RIGHTS

**11.1 Manual; Modification.** The Manual, and any part of the Manual, may be in any form or media determined by GolfTRK Franchise. GolfTRK Franchise may supplement, revise, or modify the Manual, and GolfTRK Franchise may change, add or delete System Standards at any time in its discretion. GolfTRK Franchise may inform Franchisee thereof by any method that GolfTRK Franchise deems appropriate (which need not qualify as “notice” under [Section 18.9](#)). In the event of any dispute as to the contents of the Manual, GolfTRK Franchise’s master copy will control.

**11.2 Inspections.** GolfTRK Franchise may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with GolfTRK Franchise’s inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. GolfTRK Franchise may videotape and/or take photographs of the inspection and the Business. GolfTRK Franchise may set a minimum score requirement for inspections, and Franchisee’s failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting GolfTRK Franchise’s other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If GolfTRK Franchise conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then GolfTRK Franchise may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

**11.3 GolfTRK Franchise’s Right to Cure.** If Franchisee breaches or defaults under any provision of this Agreement, GolfTRK Franchise may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse GolfTRK Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

**11.4 Right to Discontinue Supplies Upon Default.** While Franchisee is in default or breach of this Agreement, GolfTRK Franchise may (i) require that Franchisee pay cash on delivery for products or services supplied by GolfTRK Franchise, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by GolfTRK Franchise shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of GolfTRK Franchise are in addition to any other right or remedy available to GolfTRK Franchise.

**11.5 Business Data.** All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by GolfTRK Franchise. GolfTRK Franchise hereby licenses such data back to Franchisee without charge solely for Franchisee’s use in connection with the Business for the term of this Agreement.

**11.6 Innovations.** Franchisee shall disclose to GolfTRK Franchise all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, “Innovations”) conceived or developed by Franchisee, its employees, agents or contractors. GolfTRK Franchise will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without

any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by GolfTRK Franchise to document GolfTRK Franchise's ownership of Innovations.

**11.7 Communication Systems.** If GolfTRK Franchise provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes GolfTRK Franchise to access such communications.

**11.8 Delegation.** GolfTRK Franchise may delegate any duty or obligation of GolfTRK Franchise under this Agreement to an affiliate or to a third party.

**11.9 System Variations.** GolfTRK Franchise may vary or waive any System Standard for any one or more GolfTRK franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

**11.10 Temporary Public Safety Closure.** If GolfTRK Franchise discovers or becomes aware of any aspect of the Business which, in GolfTRK Franchise's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon GolfTRK Franchise's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. GolfTRK Franchise shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

## ARTICLE 12. MARKS

**12.1 Authorized Marks.** Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by GolfTRK Franchise, and only in the manner as GolfTRK Franchise may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of GolfTRK Franchise.

**12.2 Change of Marks.** GolfTRK Franchise may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after GolfTRK Franchise makes any such change, Franchisee must comply with the change, at Franchisee's expense.

### **12.3 Infringement.**

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) GolfTRK Franchise shall defend Franchisee (at GolfTRK Franchise's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) GolfTRK Franchise will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify GolfTRK Franchise if Franchisee becomes aware of any possible infringement of a Mark by a third party. GolfTRK Franchise may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. GolfTRK Franchise shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

**12.4 Name.** If Franchisee is an entity, it shall not use the words “GolfTRK” or any confusingly similar words in its legal name.

## ARTICLE 13. COVENANTS

### 13.1 Confidential Information.

(a) With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by GolfTRK Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by GolfTRK Franchise, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by GolfTRK Franchise (except for Confidential Information which GolfTRK Franchise licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

(b) Franchisee, its affiliates, its Owners, and employees and agents may not use, duplicate, or disclose any Confidential Information, during or after the Term, other than as Franchisor specifically authorizes. Upon expiration, non-renewal, or termination of a Franchise Agreement, Franchisee must immediately stop using the Confidential Information in any business or otherwise and must return all proprietary or confidential materials to Franchisor. Franchisee must ensure that each of its management-level personnel, and any of its employees or advisors who receive Confidential Information, sign a confidentiality agreement. The current form of confidentiality agreement is attached to this Agreement as Attachment 4. Franchisee will be liable for any unauthorized disclosure of Confidential Information by Franchisee’s Owners, employees, and agents.

(c) If Franchisee, its affiliates, its Owners, employees or agents develop any new concept, process, or improvement in the operation or promotion of the Business, then Franchisee must promptly notify Franchisor and give Franchisor all information Franchisor requires about the new process or improvement, without compensation. Franchisee and its Owners agree that any of these concepts, processes, or improvements will become Franchisor’s property, and Franchisor may use or disclose them to other franchisees as Franchisor determines appropriate. Where proprietary interests in any of these concepts, processes, or improvements do not automatically vest in Franchisor, Franchisee will assign, transfer and convey to Franchisor all of Franchisee’s right, title and interest in such proprietary interests. To the extent that such proprietary interests may not be assigned under applicable law, Franchisee will grant to Franchisor an exclusive, worldwide, perpetual, irrevocable, royalty-free, paid up and unconditional license, or if such grant would be invalid or not fully enforceable under applicable law, such other right and license as Franchisor reasonably requests.

### 13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the “Restricted Parties”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or

be employed by, any Competitor within five miles of Franchisee's Territory or the territory of any other GolfTRK business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other GolfTRK business operating on the date of termination.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of GolfTRK Franchise. Franchisee agrees that the existence of any claim it may have against GolfTRK Franchise shall not constitute a defense to the enforcement by GolfTRK Franchise of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**13.3 General Manager and Key Employees.** If requested by GolfTRK Franchise, Franchisee will cause its general manager and other key employees to sign GolfTRK Franchise's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

## ARTICLE 14. DEFAULT AND TERMINATION

**14.1 Termination by Franchisee.** Franchisee may terminate this Agreement only if GolfTRK Franchise violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after GolfTRK Franchise receives written notice of termination.

### 14.2 Termination by GolfTRK Franchise.

(a) Subject to 10-Day Cure Period. GolfTRK Franchise may terminate this Agreement if Franchisee does not make any payment to GolfTRK Franchise when due, or if Franchisee does not have sufficient funds in its account when GolfTRK Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after GolfTRK Franchise gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to GolfTRK Franchise's satisfaction within 30 days after GolfTRK Franchise gives notice to Franchisee of such breach, then GolfTRK Franchise may terminate this Agreement.

(c) Without Cure Period. GolfTRK Franchise may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to GolfTRK Franchise;
- (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a

levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

- (iv) Franchisee fails to open for business by the date specified on the Summary Page;
- (v) Franchisee loses possession of the Location;
- (vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;
- (viii) Franchisee or any Owner slanders or libels GolfTRK Franchise or any of its employees, directors, or officers;
- (ix) Franchisee refuses to cooperate with or permit any audit or inspection by GolfTRK Franchise or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;
- (x) the Business is operated in a manner which, in GolfTRK Franchise's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from GolfTRK Franchise or otherwise);
- (xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xii) GolfTRK Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give GolfTRK Franchise the right to terminate this Agreement);
- (xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or
- (xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in GolfTRK Franchise's opinion is reasonably likely to materially and unfavorably affect the GolfTRK brand.

**14.3 Effect of Termination.** Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to GolfTRK Franchise based on the operation of the Business through the effective date of termination or expiration;
- (ii) return to GolfTRK Franchise all copies of the Manual, Confidential Information and any and all other materials provided by GolfTRK Franchise to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to GolfTRK Franchise or any new franchisee as may be directed by GolfTRK Franchise, and Franchisee hereby irrevocably appoints GolfTRK Franchise, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and
- (iv) cease doing business under any of the Marks.

**14.4 Remove Identification.** Within 30 days after termination or expiration, Franchisee shall at its own expense “de-identify” the Location so that it no longer contains the Marks, signage, or any trade dress of a GolfTRK business, to the reasonable satisfaction of GolfTRK Franchise. Franchisee shall comply with any reasonable instructions and procedures of GolfTRK Franchise for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, GolfTRK Franchise may enter the Location to remove the Marks and de-identify the Location. In this event, GolfTRK Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by GolfTRK Franchise.

**14.5 Liquidated Damages.** If GolfTRK Franchise terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under [Section 14.1](#)), then within 10 days thereafter Franchisee shall pay to GolfTRK Franchise a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Brand Fund Contributions that Franchisee owed to GolfTRK Franchise under this Agreement for the 52-week period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 104 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 weeks, then (x) will equal the average Royalty Fees and Brand Fund Contributions that Franchisee owed to GolfTRK Franchise during the period that Franchisee operated the Business. The “average Royalty Fees and Brand Fund Contributions that Franchisee owed to GolfTRK Franchise” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Brand Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of GolfTRK Franchise's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to GolfTRK Franchise under this Section will be in lieu of any direct monetary damages that GolfTRK Franchise may incur as a result of GolfTRK Franchise's loss of Royalty Fees and Brand Fund Contributions that would have been owed to GolfTRK Franchise after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under [Section 14.3](#) and [Section 14.4](#), GolfTRK Franchise's right to injunctive relief for enforcement of [Article 13](#), and any attorneys' fees and other costs and expenses to which GolfTRK Franchise is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this

lump sum shall be in addition to any other right or remedy that GolfTRK Franchise may have under this Agreement or otherwise.

**14.6 Purchase Option.** When this Agreement expires or is terminated, GolfTRK Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to GolfTRK Franchise. To exercise this option, GolfTRK Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that GolfTRK Franchise elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. GolfTRK Franchise's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. GolfTRK Franchise may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by GolfTRK Franchise. If GolfTRK Franchise exercises the purchase option, GolfTRK Franchise may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by GolfTRK Franchise to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, GolfTRK Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien. GolfTRK Franchise may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. GolfTRK Franchise may assign this purchase option to another party.

## ARTICLE 15. TRANSFERS

**15.1 By GolfTRK Franchise.** GolfTRK Franchise may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and GolfTRK Franchise may undergo a change in ownership and/or control, without the consent of Franchisee.

**15.2 By Franchisee.** Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that GolfTRK Franchise entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing GolfTRK Franchise at least 60 days prior notice of the proposed Transfer, and without obtaining GolfTRK Franchise's consent. In granting any such consent, GolfTRK Franchise may impose conditions, including, without limitation, the following:

- (i) GolfTRK Franchise receives a transfer fee equal to \$10,000 plus any broker fees and other out-of-pocket costs incurred by GolfTRK Franchise.
- (ii) the proposed assignee and its owners have completed GolfTRK Franchise's franchise application processes, meet GolfTRK Franchise's then-applicable standards for new franchisees, and have been approved by GolfTRK Franchise as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes GolfTRK Franchise's then-current form of franchise agreement and any related documents, which form may contain materially different

provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;
- (vi) Franchisee has paid all monetary obligations to GolfTRK Franchise and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to GolfTRK Franchise or its affiliates;
- (vii) the proposed assignee and its owners and employees undergo such training as GolfTRK Franchise may require;
- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of GolfTRK Franchise in a form satisfactory to GolfTRK Franchise; and
- (ix) the Business fully complies with all of GolfTRK Franchise's most recent System Standards.

**15.3 Transfer for Convenience of Ownership.** If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to GolfTRK Franchise, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by GolfTRK Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

**15.4 Transfer upon Death or Incapacity.** Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by GolfTRK Franchise (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

**15.5 GolfTRK Franchise's Right of First Refusal.** Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), GolfTRK Franchise will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to GolfTRK Franchise a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of GolfTRK Franchise's receipt of such copy, GolfTRK Franchise will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that GolfTRK Franchise may substitute cash for any other form of payment). If GolfTRK Franchise does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

**15.6 No Sublicense.** Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

**15.7 No Lien on Agreement.** Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

## ARTICLE 16. INDEMNITY

**16.1 Indemnity.** Franchisee shall indemnify and defend (with counsel reasonably acceptable to GolfTRK Franchise) GolfTRK Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, “Indemnitees”) against all Losses in any Action by or against GolfTRK Franchise and/or any Indemnatee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnatee from Actions arising as a result of any Indemnatee’s intentional misconduct or negligence. Any delay or failure by an Indemnatee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnatee. This indemnity will continue in effect after this Agreement ends.

**16.2 Assumption.** An Indemnatee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee’s expense. Such an undertaking shall not diminish Franchisee’s obligation to indemnify the Indemnitees.

## ARTICLE 17. DISPUTE RESOLUTION

### 17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where GolfTRK Franchise’s headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of GolfTRK Franchise’s intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for GolfTRK Franchise to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, GolfTRK Franchise and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

**17.2 Damages.** In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party’s actual

damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

**17.3 Waiver of Class Actions.** The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

**17.4 Time Limitation.** Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

**17.5 Venue Other Than Arbitration.** For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where GolfTRK Franchise's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where GolfTRK Franchise's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

**17.6 Legal Costs.** In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

## ARTICLE 18. MISCELLANEOUS

**18.1 Relationship of the Parties.** The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. GolfTRK Franchise is not a fiduciary of Franchisee. GolfTRK Franchise does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect GolfTRK Franchise's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. GolfTRK Franchise has no liability for Franchisee's obligations to any third party whatsoever.

**18.2 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, GolfTRK Franchise, and GolfTRK Franchise's affiliates.

**18.3 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by GolfTRK Franchise in its franchise disclosure document.

**18.4 Modification.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit GolfTRK Franchise's rights to modify the Manual or System Standards.

**18.5 Consent; Waiver.** No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

**18.6 Cumulative Remedies.** Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

**18.7 Severability.** The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

**18.8 Governing Law.** The laws of the state of Kansas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

**18.9 Notices.** Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to GolfTRK Franchise, addressed to 11207 Strang Line Rd, Lenexa, KS 66215. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, GolfTRK Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

**18.10 Holdover.** If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), GolfTRK Franchise may by giving written notice to Franchisee (the “Holdover Notice”) either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as GolfTRK Franchise specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

**18.11 Joint and Several Liability.** If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

**18.12 No Offer and Acceptance.** Delivery of a draft of this Agreement to Franchisee by GolfTRK Franchise does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and GolfTRK Franchise.

## ARTICLE 19. CERTIFICATION OF FRANCHISOR’S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

- (1) Franchisee understands all the information in GolfTRK Franchise’s Disclosure Document.
- (2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee’s skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee’s control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.
- (3) That no person acting on GolfTRK Franchise’s behalf made any statement or promise regarding the costs involved in operating a GolfTRK franchise that is not in the Disclosure

Document or that is contrary to, or different from, the information in the Disclosure Document.

- (4) That no person acting on GolfTRK Franchise's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.
- (5) That no person acting on GolfTRK Franchise's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a GolfTRK franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.
- (6) That no person acting on GolfTRK Franchise's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.
- (7) Franchisee understands that this Agreement contains the entire agreement between GolfTRK Franchise and Franchisee concerning the GolfTRK franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

*[Signatures on next page]*

Agreed to by:

FRANCHISOR:

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

*[if an individual:]*

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

*[if an entity:]*

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment 1 to Franchise Agreement**

**OWNERSHIP INFORMATION**

1. **Form of Ownership.** Franchisee is a (check one):

\_\_\_\_\_ *Sole Proprietorship*  
\_\_\_\_\_ *Partnership*  
\_\_\_\_\_ *Limited Liability Company*  
\_\_\_\_\_ *Corporation*

State: \_\_\_\_\_

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

**Attachment 2 to Franchise Agreement**

**LOCATION ACCEPTANCE LETTER**

To: \_\_\_\_\_

This Location Acceptance Letter is issued by GolfTRK Franchising, LLC for your GolfTRK franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

\_\_\_\_\_

2. The Territory of the Business is:

\_\_\_\_\_

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 3 to Franchise Agreement

### GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”).

**Background Statement:** \_\_\_\_\_ (“Franchisee”) desires to enter into a Franchise Agreement with GolfTRK Franchise for the franchise of a GolfTRK business (the “Franchise Agreement”; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce GolfTRK Franchise to enter into the Franchise Agreement.

Guarantor agrees as follows:

**1. Guaranty.** Guarantor hereby unconditionally guarantees to GolfTRK Franchise and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to GolfTRK Franchise, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and GolfTRK Franchise upon demand from GolfTRK Franchise. Guarantor waives (a) acceptance and notice of acceptance by GolfTRK Franchise of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that GolfTRK Franchise make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

**2. Confidential Information.** With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by GolfTRK Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by GolfTRK Franchise, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by GolfTRK Franchise or its affiliates (except for Confidential Information which GolfTRK Franchise licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to GolfTRK Franchise. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

**3. Covenants Not to Compete.**

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee’s Territory or the territory of any other GolfTRK business operating on the date of termination or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other GolfTRK business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of GolfTRK Franchise. Guarantor agrees that the existence of any claim it or Franchisee may have against GolfTRK Franchise shall not constitute a defense to the enforcement by GolfTRK Franchise of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**4. Modification.** Guarantor agrees that Guarantor’s liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which GolfTRK Franchise may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

**5. Governing Law; Dispute Resolution.** This Guaranty shall be governed by and construed in accordance with the laws of the state of Kansas (without giving effect to its principles of conflicts of law). The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to GolfTRK Franchise all costs incurred by GolfTRK Franchise (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 4

### CONFIDENTIALITY AGREEMENT

[\_\_\_\_\_] , a [STATE ENTITY] (“Franchisee”), and [\_\_\_\_\_] , an individual having an address at [\_\_\_\_\_] (“Employee”), hereby enter into this Confidentiality Agreement (“Agreement”), effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) and agree as follows:

1. Franchisee and Employee acknowledge that Franchisee operates a GolfTRK Business under the GolfTRK brand pursuant to certain agreements and rights granted by GolfTRK Franchising, LLC (“Franchisor”) to Franchisee and, with respect to which, Franchisee has undertaken certain obligations to Franchisor to protect Confidential Information. Franchisee and Employee, for their mutual benefit, desire to have Franchisee disclose to Employee certain Confidential Information (defined in Paragraph 2 below) for the purpose of serving as a management employee for Franchisee’s GolfTRK business (“Purpose”).
2. Confidential Information consists of certain business and financial information relating to Franchisor and Franchisor’s business concepts, including strategies, operations information, processes, internal procedures, specifications, designs, plans, drawings, software, data, prototypes, samples, photographs, mock-ups, or other business and/or technical information, and all copies and derivatives containing such Confidential Information, which Franchisee, or its Affiliates, considers proprietary or confidential. Confidential Information may be in any form or medium, tangible or intangible, and may be communicated in writing, orally, or through visual observation.
3. For the duration of Employee’s employment with Franchisee and for a period of five (5) years after the termination of Employee’s employment, Employee will use Confidential Information solely for the Purpose, will not disclose such Confidential Information to any third parties without Franchisee’s written consent and will reproduce Confidential Information only to the extent essential to fulfilling the Purpose.
4. Employee will notify Franchisee immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Employee or any representative of Employee, and will cooperate with Franchisee in every reasonable way to help Franchisee regain possession of its Confidential Information and prevent its further unauthorized use or disclosure.
5. The covenants of confidentiality set forth in this Agreement will apply after the Effective Date to all Confidential Information disclosed to Employee before and after the Effective Date.
6. Upon Franchisee’s request, Employee will either return to Franchisee all Confidential Information or, at Franchisee’s sole option, will certify to Franchisee that all media containing Confidential Information have been destroyed.
7. The foregoing restrictions on Employee’s use or disclosure of Confidential Information will not apply to Confidential Information that Employee can demonstrate: a) has become generally available to the public through no wrongful act or breach of confidentiality obligations by the Employee; b) was in the Employee’s possession without restriction or was known by the Employee without restriction at the time of disclosure; or c) is required by a court order to be disclosed; provided, however, that the Employee has given Franchisee prompt notice of such demand for disclosure, has taken reasonable steps to enable Franchisee to seek to protect the confidentiality of the Confidential Information required to be disclosed and will disclose only that part of the Confidential Information which, in the written opinion of its legal counsel, it is required to disclose.
8. Solely as between Franchisee and Employee, all Confidential Information will remain the property of Franchisee. By disclosing Information or executing this Agreement, Franchisee does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right to Employee. Any Confidential Information provided by Franchisee hereunder is provided “AS IS” and no warranties are made by Franchisee regarding such Information.
9. Execution of this Agreement and the disclosure of Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by Franchisee to make any purchase or sale, or to enter into any

additional agreement of any kind. Moreover, unless otherwise specifically agreed in writing, any knowledge or information which Employee discloses to Franchisee, will not be deemed to be proprietary or confidential and will be acquired by Franchisee free from any restrictions; however, no license under any applicable patent(s) of Employee will be granted or implied.

10. Franchisee's failure to enforce any provision, right or remedy under this Agreement will not constitute a waiver of such provision, right or remedy.
11. This Agreement and performance hereunder will be interpreted, enforced and governed by the laws of Texas without regard to conflicts of law rules.
12. In case of Employee's unauthorized use or disclosure of Confidential Information, Employee acknowledges that Franchisee will be entitled to liquidated damages in the amount of Five Thousand Dollars (\$5,000) (a pre-calculated estimate) for each instance of unauthorized use or disclosure of Confidential Information. Notwithstanding the right to liquidated damages, Franchisee has the right to take any measures available for relief and to claim and receive a higher amount of compensation if Franchisee can prove that the actual damages sustained will exceed the amount of liquidated damages.
13. Notwithstanding the foregoing monetary payment, Employee acknowledges that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by Franchisee as a result of Employee's breach of this Agreement. Therefore, Employee agrees that if Employee violates or threatens to violate this Agreement, Franchisee, in addition to any other remedies it may have at law be entitled to a restraining order, injunction, or other similar remedy in order to enforce the provisions of this Agreement. In the event Franchisee should seek an injunction or other extraordinary relief, Employee hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security. Employee will bear all costs and expenses, including attorneys' fees and costs, incurred by Franchisee in enforcing the provisions of this Agreement.
14. This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Confidential Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. Each party intends that a copy of or electronic version of its signature be regarded as an original signature and that this Agreement can be executed in counterparts and/or electronically. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Employee will not assign this Agreement without first securing Franchisee's written consent.
15. Franchisor is an intended third-party beneficiary of this Agreement with the full and independent right to enforce each and all of its terms.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) indicated.

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMPLOYEE:**

By: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 5

### AFFILIATE AGREEMENT

This Affiliate Agreement (“Agreement”) is entered into by and between Albatross Golf, Inc., a Delaware corporation doing business as Noonan (“Company”), and the individual or entity agreeing to these terms (“Affiliate”). This Agreement governs participation in the Noonan Affiliate Program.

#### 1. ENGAGEMENT & SERVICES

Affiliate agrees to promote Noonan within its GolfTRK Business using unique tracking links and/or QR codes provided by the Company. Promotions may occur on Affiliate's owned channels (e.g., websites, social media), provided brand guidelines are followed.

#### 2. COMPENSATION

The Company will pay Affiliate thirty percent (30%) of the net revenue (after Apple processing fees) for each new Noonan subscription resulting from a download initiated via the Affiliate's tracking link or QR code ("Affiliate-Influenced Subscription"). No commissions will be paid on subscription renewals. Commissions will be paid within forty-five (45) days of the Company receiving payment from Apple for the Affiliate-Influenced Subscription.

#### 3. TERM & TERMINATION

This Agreement shall begin upon acceptance and shall continue until terminated by either party upon thirty (30) days' written notice. The Company may terminate immediately for breach of confidentiality, brand misuse, unlawful behavior, or violation of this Agreement.

#### 4. INDEPENDENT CONTRACTOR

Affiliate is an independent contractor and not an employee, agent, joint venturer, or partner of the Company. Affiliate shall be responsible for all taxes and expenses related to their business.

#### 5. CONFIDENTIALITY

Affiliate agrees not to disclose or misuse any non-public information received from the Company. This obligation survives termination of this Agreement.

#### 6. BRAND USAGE & APPROVAL

The Company owns all rights to its trademarks, logos, and other brand materials ("Marks"). Affiliates may use approved Marks solely for the purpose of promoting Noonan and must follow all brand guidelines provided by the Company.

#### 7. NON-EXCLUSIVITY

This Agreement is non-exclusive. The Company may engage other affiliates, and Affiliate may promote other products, provided those products do not directly compete with Noonan's on-course shot recommendation technology.

#### 8. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages. The Company's maximum aggregate liability arising out of this Agreement shall not exceed the total commissions paid to Affiliate in the 12 months preceding the claim.

**9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Delaware. Any disputes arising under this Agreement shall be resolved in the state or federal courts located in Delaware.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations. By participating in the affiliate program, Affiliate acknowledges and agrees to the terms outlined in this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.**

**COMPANY**

**ALBATROSS GOLF, INC. (d/b/a Noonan)**

\_\_\_\_\_  
By: Matt Williams, President

Date:

**AFFILIATE**

**NAME:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:

Date:

**EXHIBIT C**

**MULTI-UNIT DEVELOPMENT AGREEMENT**

This Multi-Unit Development Agreement (this “MUDA”) is made between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) on the Effective Date.

**Background Statement:** On the same day as they execute this MUDA, GolfTRK Franchise and Franchisee have entered into a Franchise Agreement for the franchise of a GolfTRK Business (the “Franchise Agreement”; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). GolfTRK Franchise and Franchisee desire that Franchisee develop multiple GolfTRK businesses.

**1. Multi-Unit Commitment.**

(a) Development Schedule; Development Fee. Franchisee shall develop and open GolfTRK Businesses on the following schedule:

<b>Store #</b>	<b>Deadline for Opening</b>	<b>Total # of GolfTRK Businesses to be Open and Operating on Deadline</b>	<b>Development Fee</b>
1		1	\$ _____
2		2	\$ _____
3		3	\$ _____
4		4	\$ _____
5		5	\$ _____
<b>Total Development Fee:</b>			

(b) Payment. Upon execution of this MUDA, Franchisee shall pay the Total Development Fee to GolfTRK Franchise. The Development Fee is non-refundable.

(c) Term. Subject to any earlier termination, the term will commence on the Effective Date and will expire on the earlier of: (1) the final Deadline for Opening as described in the Development Schedule; or (2) the date the last GolfTRK Business required to be developed by Franchisee under the Development Schedule is open for operation to the public.

**2. Form of Agreement.** For Business #1, Franchisee and GolfTRK Franchise have executed the Franchise Agreement simultaneously with this MUDA. For each additional GolfTRK franchise, Franchisee shall execute GolfTRK Franchise’s then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a GolfTRK business, and Franchisee acknowledges that Franchisee may

construct, open, and operate each GolfTRK business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such GolfTRK business.

**3. Development Area.** Franchisee shall locate each GolfTRK business it develops under this MUDA within the following area: \_\_\_\_\_ (the “Development Area”). Franchisee acknowledges that it does not have exclusive rights to develop, open or operate GolfTRK businesses in the Development Area.

**4. Default and Termination.** GolfTRK Franchise may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee fails to satisfy the development schedule; or
- (ii) GolfTRK Franchise has the right to terminate any franchise agreement between GolfTRK Franchise and Franchisee (or any affiliate thereof) due to Franchisee’s default thereunder (whether or not GolfTRK Franchise actually terminates such franchise agreement).

**5. Limitation of Liability.** Franchisee’s commitment to develop GolfTRK businesses is in the nature of an option only. If GolfTRK Franchise terminates this MUDA for Franchisee’s default, Franchisee shall not be liable to GolfTRK Franchise for lost future revenues or profits from the unopened GolfTRK businesses.

**6. Conditions.** Franchisee’s right to develop each GolfTRK franchise after the Business #1 is subject to the following:

- (i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional GolfTRK business, in the reasonable judgment of GolfTRK Franchise, and
- (ii) Franchisee must be in full compliance with all brand requirements at its open GolfTRK businesses, and not in default under any Franchise Agreement or any other agreement with GolfTRK Franchise.

**7. Dispute Resolution; Miscellaneous.** The laws of the State of Kansas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of GolfTRK Franchise, and any Transfer without GolfTRK Franchise’s prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

*[Signatures on Next Page]*

Agreed to by:

FRANCHISOR:

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE:

*[if an individual:]*

\_\_\_\_\_  
Name: \_\_\_\_\_

*[if an entity:]*

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**RIDER TO LEASE AGREEMENT**

Landlord: \_\_\_\_\_  
Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Franchisor: GolfTRK Franchising, LLC  
Notice Address: 11207 Strang Line Rd, Lenexa,  
KS 66215  
Telephone: (913) 303-9526

Tenant: \_\_\_\_\_

Leased Premises: \_\_\_\_\_

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a GolfTRK business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the GolfTRK brand without the prior written consent of Landlord. Any provision of the Lease which limits Tenant’s right to own or operate other GolfTRK outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant’s business.

7. Right to Enter. At any time during the term of the Lease, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to (a) perform an inspection or audit or for any other reason to determine Tenant’s compliance with the Franchise Agreement and/or (b) upon termination or expiration, to remove signs and other material bearing Franchisor’s brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISOR:

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**FORM OF GENERAL RELEASE**

*[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]*

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”).

**Background Statement:** *[describe circumstances of Release]*

Releasor agrees as follows:

**1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases GolfTRK Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).

**2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

**3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

**4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that GolfTRK Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT F**  
**FINANCIAL STATEMENTS**

**GolfTRK Franchising, LLC**

**Financial Statements**

**For the Period from July 2, 2024 to December 31, 2024  
and Year Ended December 31, 2024**

**GolfTRK Franchising, LLC**  
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## Independent Auditor's Report

To the Member  
GolfTRK Franchising, LLC

### Opinion

We have audited the financial statements of GolfTRK Franchising, LLC, which comprise the balance sheet as of December 31, 2024, and the related statements of operations and member's deficit and cash flows for the period from inception, July 2, 2024 to December 31, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of GolfTRK Franchising, LLC as of December 31, 2024, and the results of its operations and its cash flows for the period from inception, July 2, 2024 to December 31, 2024, in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of GolfTRK Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about GolfTRK Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of GolfTRK Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about GolfTRK Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*BerganKDV, LLC*

Minneapolis, Minnesota  
May 19, 2025

**GolfTRK Franchising, LLC**  
**Balance Sheet**  
**As of December 31, 2024**

**Assets**

Current assets

Cash	\$ 11,650
Due from related party	16,948
Prepaid expense	<u>2,500</u>
Total current assets	<u><u>\$ 31,098</u></u>

**Liabilities and Member's Deficit**

Current liabilities

Accrued payroll	\$ 7,325
Due to related party	<u>64,783</u>
Total current liabilities	72,108

Member's Deficit

(41,010)

Total liabilities and member's deficit

\$ 31,098

**GolfTRK Franchising, LLC**  
**Statement of Operations and Member's Deficit**  
**Period from July 2, 2024 to December 31, 2024**

Revenues	\$	-
Operating Expenses		
Wages and payroll taxes		26,385
Contract labor		4,000
Professional fees		39,575
Bank fees		30
Software expense		120
Advertising expense		5,894
Travel meals		106
Total operating expenses		76,110
Loss from operations		(76,110)
Other income		100
Net loss		(76,010)
<b>Member's Deficit</b>		
Beginning of year		-
Member contributions		35,000
End of year	\$	(41,010)

**GolfTRK Franchising, LLC**  
**Statement of Cash Flows**  
**Period from July 2, 2024 to December 31, 2024**

**Cash Flows - Operating Activities**

Net loss	\$ (76,010)
Adjustments to reconcile net loss to cash flows - operating activities	
Changes in operating assets and liabilities	
Due from related party	(16,948)
Prepaid expense	(2,500)
Accrued payroll	7,325
Due to related party	64,783
Total adjustments	52,660
Net cash flows - operating activities	(23,350)

**Cash Flows - Financing Activities**

Member contributions	35,000
----------------------	--------

Net change in cash	11,650
--------------------	--------

**Cash**

Beginning of year	-
End of year	\$ 11,650

**GolfTRK Franchising, LLC**  
**Notes to Financial Statements**

**NOTE 1 - BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

GolfTRK Franchising, LLC. (the "Company") is wholly-owned by Albatross Golf, Inc. The Company was organized as a limited liability company on July 2, 2024 and is engaged in the sale of franchises of indoor golf facilities.

**Variable Interest Entity**

The Company has adopted the accounting alternative available to private companies to elect not to apply the variable interest entity (VIE) consolidation guidance to all legal entities under common control arrangements, if certain criteria are met. The Company has evaluated its relationships with legal entities under common control and determined the entities will not be consolidated in the financial statements. The nature of the transactions with these related entities is discussed in Note 2.

**Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Subsequent Events**

Management has evaluated subsequent events through May 19, 2025, the date which the financial statements were available to be issued. See note 3 for information on franchises sold subsequent to year-end.

**NOTE 2 - RELATED PARTY TRANSACTIONS**

During the period from inception, July 2, 2024 to December 31, 2024, the Company advanced funds to the Affiliate. As of December 31, 2024, the Company was owed \$16,948 from the Affiliate.

During the period from inception (July 2, 2024) to December 31, 2024, an entity under common ownership paid operating expenses on behalf of the Company. As of December 31, 2024, the Company owed the related party \$64,783 for these operating expenses.

**NOTE 3 - FRANCHISE INFORMATION**

As of December 31, 2024, the Company had not entered into any franchise agreements.

During 2025, the Company signed four franchise agreements, one of which was with a related party. As a part of the franchise agreements, the franchisees are required to pay an initial franchise fee ranging from \$0 to \$75,000 to the Company and continuing franchise fees of 7% based on the franchisee's revenue.

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.  
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED  
THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR  
EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

**Franchise Co**  
**Balance Sheet**  
As of July 2, 2024

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Other Current Assets</b>	
14003 Due to/from GolfTRK	-39,791.42
<b>Total Other Current Assets</b>	<b>-\$ 39,791.42</b>
<b>Total Current Assets</b>	<b>-\$ 39,791.42</b>
<b>TOTAL ASSETS</b>	<b>-\$ 39,791.42</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
22000 Payroll Liabilities	236.96
<b>Total Other Current Liabilities</b>	<b>\$ 236.96</b>
<b>Total Current Liabilities</b>	<b>\$ 236.96</b>
<b>Total Liabilities</b>	<b>\$ 236.96</b>
<b>Equity</b>	
Retained Earnings	0.00
Net Income	-40,028.38
<b>Total Equity</b>	<b>-\$ 40,028.38</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>-\$ 39,791.42</b>

# Franchise Co Balance Sheet

As of March 31, 2025

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
10002 Franchise Co Checking	164,401.97
<b>Total Bank Accounts</b>	<b>\$ 164,401.97</b>
<b>Other Current Assets</b>	
12000 Prepaid Expenses	0.00
14003 Due to/from GolfTRK	-87,494.10
14005 Due to/from Albatross	15,698.33
<b>Total Other Current Assets</b>	<b>-\$ 71,795.77</b>
<b>Total Current Assets</b>	<b>\$ 92,606.20</b>
<b>TOTAL ASSETS</b>	<b>\$ 92,606.20</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
21001 Chase Ink- Alex	8,758.74
<b>Total Credit Cards</b>	<b>\$ 8,758.74</b>
<b>Other Current Liabilities</b>	
20501 Accrued Expenses	0.00
22000 Payroll Liabilities	3,000.71
23003 Deferred Franchise Revenue	174,895.83
<b>Total Other Current Liabilities</b>	<b>\$ 177,896.54</b>
<b>Total Current Liabilities</b>	<b>\$ 186,655.28</b>
<b>Total Liabilities</b>	<b>\$ 186,655.28</b>
<b>Equity</b>	
<b>30001 Albatross LLC</b>	
31001 Contributions	35,000.00
<b>Total 30001 Albatross LLC</b>	<b>\$ 35,000.00</b>
Retained Earnings	-76,009.42
Net Income	-53,039.66
<b>Total Equity</b>	<b>-\$ 94,049.08</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 92,606.20</b>

**Franchise Co**  
**Profit and Loss**  
 January - March, 2025

	<b>Total</b>
<b>Income</b>	
40014 Franchise Fees	10,104.17
<b>Total Income</b>	<b>\$ 10,104.17</b>
<b>Gross Profit</b>	<b>\$ 10,104.17</b>
<b>Expenses</b>	
<b>61000 Payroll expenses</b>	
61001 Wages	29,846.13
61002 Taxes & Benefits	5,561.23
<b>Total 61000 Payroll expenses</b>	<b>\$ 35,407.36</b>
<b>63000 General business expenses</b>	
63004 Bank fees & service charges	62.00
<b>Total 63000 General business expenses</b>	<b>\$ 62.00</b>
63003 Contract labor	11,500.26
64000 Advertising & marketing	896.03
64002 Email	329.50
64005 Digital Marketing	8,758.74
<b>Total 64000 Advertising &amp; marketing</b>	<b>\$ 9,984.27</b>
<b>65000 Legal &amp; accounting services</b>	
65003 Other Professional Fees	6,250.00
<b>Total 65000 Legal &amp; accounting services</b>	<b>\$ 6,250.00</b>
<b>Total Expenses</b>	<b>\$ 63,203.89</b>
<b>Net Operating Income</b>	<b>-\$ 53,099.72</b>
<b>Other Income</b>	
80002 Other Income	60.06
<b>Total Other Income</b>	<b>\$ 60.06</b>
<b>Net Other Income</b>	<b>\$ 60.06</b>
<b>Net Income</b>	<b>-\$ 53,039.66</b>

Friday, May 30, 2025 12:04:34 PM GMT-7 - Accrual Basis

EXHIBIT G

BRAND STANDARDS MANUAL TABLE OF CONTENTS

# GOLFTRK

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## EXHIBIT H

### CURRENT AND FORMER FRANCHISEES

#### Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

<b>Franchisee</b>	<b>Address</b>	<b>Phone Number</b>	<b>State</b>
FatShot Golf	7505 Canvasback Dr, New Port Richey, FL 34654	727-810-6311	Florida
Fore BHGK LLC (signed in February 2025, not yet open)	18806 Sahler Street, Elkhorn, NE 68022	402-680-5743	Nebraska
Reed Franchises, LLC (signed in March 2025, not yet open)	237 Irving Road, Eugene, OR 97404	208-484-0816	Oregon
Swing Dynamics, LLC	600 River Pointe Drive Suite 200, Conroe, TX 77304	972-977-2910	Texas

#### Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None.

**EXHIBIT I**  
**STATE ADDENDA TO DISCLOSURE DOCUMENT**

## CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT [www.dbo.ca.gov](http://www.dbo.ca.gov).

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraph is added at the end of Item 5 of the Disclosure Document

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Lenexa, Kansas, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Kansas. This provision may not be enforceable under California law.

5. California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the Franchise Investment Law.

***DISCLOSURES REQUIRED BY CONNECTICUT LAW***

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

***DISCLOSURES REQUIRED BY GEORGIA LAW***

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

## CONNECTICUT ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Connecticut only, this Disclosure Document is amended as follows:

1. Item 19 is hereby revised to add the following:

**Caution: Some business opportunities have (sold)(earned) this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.**

2. Items 5, 6 and 17 are hereby revised to add the following:

**If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.**

## HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

Registered agent in the state authorized to receive service of process:

Commissioner of Securities  
335 Merchant Street  
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: pending in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.
2. A proposed registration or filing is or will be shortly on file in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.
3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

## ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

The initial franchise fee and development fee, if applicable, owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your GolfTRK Business is opened. You must pay us the initial franchise fee or development fee, if applicable, on the day you open your GolfTRK Business. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

## **MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

## MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Based upon our financial condition, the State of Minnesota has required a financial assurance. Therefore, the initial franchise fee and development fee, if applicable, owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your GolfTRK Business is opened. You must pay us the initial franchise fee or development fee, if applicable, on the day you open your GolfTRK Business.
- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR**

**OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

**DISCLOSURE REQUIRED BY NEBRASKA LAW**

The State of Nebraska has not reviewed and does not approve, recommend, endorse, or sponsor any seller-assisted marketing plan. The information contained in this disclosure has not been checked by the state. If you have any questions about this purchase, see an attorney or other financial advisor before you sign a contract or agreement.

## NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend,**” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. The following is added to the end of Item 19:

#### **REPRESENTATIONS REGARDING EARNINGS CAPABILITY**

GOLFTRK FRANCHISING, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS

VARY FROM UNIT TO UNIT AND GOLFTRK FRANCHISING, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

***DISCLOSURES REQUIRED BY NORTH CAROLINA LAW***

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

## NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

***DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW***

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

## **SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT**

### **Franchise Disclosure Document**

The following language is added to the end of Item 5 and 7:

Based upon our financial condition, the State of South Dakota has required a financial assurance. Therefore, the initial franchise fee and development fee, if applicable, owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your GolfTRK Business is opened. You must pay us the initial franchise fee or development fee, if applicable, on the day you open your GolfTRK Business.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

## **VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT**

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

## WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Non-solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**EXHIBIT J**  
**STATE ADDENDA TO AGREEMENTS**

## CALIFORNIA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “California Act” means the California’s Franchise Investment Law.
2. **Fee Deferral.** The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.
3. **Governing Law and Jurisdiction.** The Franchise Agreement requires application of the laws of Kansas. This provision may not be enforceable under California law.
4. **General Release.** The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.
5. **Termination, Transfer, Non-Renewal.**
  - a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
  - b. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
6. **Covenant Not to Compete.** The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
7. **Liquidated Damages.** The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
8. **Arbitration.** The Franchise Agreement requires binding arbitration. The arbitration will occur in Lenexa, Kansas, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9. **Questionnaires.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

10. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ILLINOIS RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT**

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.

**2. Fee Deferral.** Notwithstanding any provision of the Agreement to the contrary, the initial franchise fee and development fee, if applicable, owed by franchisee will be deferred until GolfTRK Franchise completes its pre-opening obligations under the Franchise Agreement and the GolfTRK Business is opened. Franchisee must pay GolfTRK Franchise the initial franchise fee or development fee, if applicable, on the day the GolfTRK Business opens. The Illinois Attorney General’s Office imposed this deferral requirement due to GolfTRK Franchise’s financial condition.

**3. Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

**4. Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

**5. Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**6. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## INDIANA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

**2. Certain Provisions Modified.** Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT**

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.
- 2. Releases, Estoppels and Waivers of Liability.** All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.
- 3. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.
- 4. Jurisdiction.** Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MINNESOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

**2. Amendments.** The Agreement is amended to comply with the following:

Based upon our financial condition, the State of Minnesota has required a financial assurance. Therefore, the initial franchise fee and development fee, if applicable, owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your GolfTRK Business is opened. You must pay us the initial franchise fee or development fee, if applicable, on the day you open your GolfTRK Business.

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEW YORK RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT**

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

- 1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. **Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve GolfTRK Franchise or any other person from any duty or liability imposed by New York General Business Law, Article 33.
- 3. **Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by GolfTRK Franchise with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.
- 4. **Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.
- 5. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## NORTH DAKOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the “Agreement”), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company (“GolfTRK Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

**2. Amendments.** The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee’s business.
- (3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.
- (7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.
- (8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

GOLFTRK FRANCHISING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOUTH DAKOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT**

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the "Agreement"), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company ("GolfTRK Franchise") and \_\_\_\_\_, a \_\_\_\_\_ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

**2. Amendments.** The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Franchise Fee: Section 4.1(a) of the Franchise Agreement is hereby amended to provide:

Based upon our financial condition, the State of South Dakota has required a financial assurance. Therefore, the initial franchise fees owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your GolfTRK Business is opened. You must pay us the initial franchise fee on the day you open your GolfTRK Business.

(2) Development Fee: Section 1(b) of the Multi-Unit Agreement is hereby revised to state:

Based upon our financial condition, the State of South Dakota has required a financial assurance. Therefore, the development fees owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement and your first GolfTRK Business under the Multi-Unit Agreement is opened. You must pay us the development fee on the day you open your GolfTRK Business.

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RHODE ISLAND RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT  
AGREEMENT**

This Rider amends the Franchise and Multi-Unit Development Agreement dated \_\_\_\_\_ (the "Agreement"), between GolfTRK Franchising, LLC, a Kansas Limited Liability Company ("GolfTRK Franchise") and \_\_\_\_\_, a \_\_\_\_\_ ("Franchisee").

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
  
- 2. Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.
  
- 3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT  
AND  
RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Non-solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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Agreed to by:

FRANCHISOR:

FRANCHISEE:

GOLFTRK FRANCHISING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	September 3, 2025
Hawaii	Pending
Illinois	Pending
Indiana	July 23, 2025
Maryland	Pending
Michigan	August 6, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	August 15, 2025
South Dakota	July 23, 2025
Virginia	Pending
Washington	Pending
Wisconsin	June 25, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If GolfTRK Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If GolfTRK Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A). Our registered agents authorized for service of process in other states are disclosed in Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Alex Reed Sam Collins Matthew Bradley Williams	11207 Strang Line Rd, Lenexa, KS 66215	(913) 303-9526

I received a disclosure document with an issuance date of May 29, 2025 that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Multi-Unit Development Agreement
- D. Rider to Lease Agreement
- E. Form of General Release
- F. Financial Statements
- G. Brand Standards Manual Table of Contents
- H. Current and Former Franchisees
- I. State Addenda to Disclosure Document
- J. State Addenda to Agreements

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Keep This Copy For Your Records**

**RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If GolfTRK Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If GolfTRK Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

<b>Name</b>	<b>Principal Business Address</b>	<b>Telephone Number</b>
Alex Reed Sam Collins Matthew Bradley Williams	11207 Strang Line Rd, Lenexa, KS 66215	(913) 303-9526

I received a disclosure document with an issuance date of May 29, 2025 that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Multi-Unit Development Agreement
- D. Rider to Lease Agreement
- E. Form of General Release
- F. Financial Statements
- G. Brand Standards Manual Table of Contents
- H. Current and Former Franchisees
- I. State Addenda to Disclosure Document
- J. State Addenda to Agreements

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Return This Copy To Us  
GolfTRK Franchising, LLC**