

## Special Risks to Consider About *This Franchise*

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

1. ~~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.

**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**

Type of Fee	Amount	Due Date	Remarks
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 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

## 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**

## 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.