



FRANCHISE DISCLOSURE DOCUMENT

Golf VX Franchising, LLC
An Illinois limited liability company
1945 Techny Road, #8
Northbrook, Illinois 60062
Tel: 1-888-465-3891
franchising@golfvx.com
golfvx.com

The franchise that we offer is for Golf VX, a premier entertainment center featuring indoor golf simulators, indoor entertainment and tournaments, golf instruction, and a sports bar serving a menu of gourmet food and beverage accommodations (each, a “Franchised Business” or “Venue”). We offer individual unit Venue franchises and area development franchises for the development of multiple Venues within a designated territory.

The total investment necessary to begin operation of a Golf VX Venue under a franchise agreement is ~~\$735,530~~ ~~444,430~~ to \$1,585,127. This includes \$191,956 to \$721,635 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Golf VX Academy under a franchise agreement is \$414,430 to \$782,767. This includes \$191,956 to \$721,635 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Golf VX Venue under a multi-unit development agreement is \$444,430 to \$1,690,127. This includes \$191,956 to \$721,635 that must be paid to the franchisor or its affiliates, along with a \$25,000 to \$30,000 development fee for each additional Venue established under the multi-unit development agreement. The minimum amount of Golf VX Venue’s you can operate under a multi-unit development agreement is one and the maximum amount is five.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Kyu Choi, Golf VX Franchising, LLC, 1945 Techny Road, #8, Northbrook, Illinois 60062, 1-888-465-3891.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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, DC 20580. You can also visit the FTC’s home page at 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: January 23, 2024

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 and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Illinois. 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 Illinois than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **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 franchises or the franchisors. This change can be expensive and may reduce brand recognition of the products or services you offer.
- 4.5. **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.

Special Risks to Consider About *This Franchise*

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1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Illinois. 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 Illinois than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **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 franchises or the franchisors. This change can be expensive and may reduce brand recognition of the products or services you offer.
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Andy An, Field Support Manager

Andy An is our Field Support Manager and has served in this role since our formation on October 4, 2023. From 2018 to 2023, Mr. An has served as the Manager of Operations of Bibibop Asian Grill in Vernon Hills, Illinois.

ITEM 3
LITIGATION

CAE Enterprises, Inc. vs Neo SLA, LLC and CRPTX DF, LLC, Case No. 2020CI08057, filed in the 166th Civil District Court in Bexar County, Texas on May 1, 2020. The plaintiff alleged that it entered into a bill of sale for various franchise locations with the defendants and that the defendant failed to comply with the terms of the bill of sale. Our Co-Chairman, Jimmy No, served as the owner of Neo SLA, LLC and CRPTX DF, LLC at the time of this litigation. The plaintiff sought judgement against defendants, pre- and post-judgement interest, attorneys' fees, and costs. The parties entered into a ~~confidential~~ settlement agreement in the amount of \$61,000 and the court issued an Order Granting Joint Motion to Dismiss Without Prejudice on November 2, 2021.

Master Wireless W. North Inc. d/b/a Master Wireless Golf Center v. Kyu Choi, Case No. 2023L006648, filed in the Circuit Court of Cook County, Illinois on June 30, 2023. The plaintiff Master Wireless W. North Inc. d/b/a Master Wireless Golf Center ("Master Wireless") filed a suit against our President, Kyu Choi, alleging breach of contract, fraudulent concealment, and unjust enrichment in connection with an Asset Sale Agreement entered into by Master Wireless' predecessor in interest, Chan Young Joo, and Mr. Choi. Master Wireless alleges that under the Asset Sale Agreement, Mr. Choi sold his business assets to Master Wireless but intentionally left out the proratable items, including residual commissions, from the sale. Master Wireless alleges Mr. Choi failed to disclose information regarding residual commissions from customers' payments and was unjustly benefitting from this omission. The plaintiff seeks damages, attorneys' fees, and interest and costs. Mr. Choi denies these allegations. On December 29, 2023, defendants filed a Motion to Dismiss Plaintiff's Complaint.

Other than these actions, 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 Agreement

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee in the amount of \$35,000 (the "Initial Franchise Fee"). This fee is for the operation of a Golf VX or a Golf VX Academy. The Initial Franchise Fee is fully earned by us upon payment in a lump sum. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this Disclosure Document. This fee does not include the additional equipment, gold simulator software and opening inventory fees listed below.

Existing Franchisee Discount

For existing Golf VX franchisees that are in good standing and, subject to market availability and our discretion to award or deny a request for an additional Golf VX franchise, we offer an initial franchise fee discount in an amount equal to 50% of our then current initial franchise fee.

Golf Simulator Software

You must purchase proprietary golf simulator software from us or our affiliate. We estimate that the software that you must purchase from us or our affiliates will range between \$3,216 to 12,548. Your initial opening inventory fees will be fully earned by us upon payment and are non-refundable.

**ITEM 6
OTHER FEES**

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|--|--|---|--|
| Royalty (Notes 2 and 3) | 6% of Gross Sales | Weekly on Tuesday of each week for the preceding week | Will be debited automatically from your bank account by ACH or other means designated by us. |
| Brand Development Fund (Note 4) | Up to 2% of Gross Sales | Weekly on Tuesday of each week for the preceding week | Will be debited automatically from your bank account by ACH or other means designated by us. |
| Local Marketing (Note 5) | 1% of Gross Sales | As incurred | You must spend not less than 1% of your Gross Sales each month on pre-approved marketing within your designated territory. |
| Online Ordering, Customer Rewards, and Gift Cards (Note 7/6) | Currently not implemented by us but may be implemented in the future | As invoiced and as incurred | Fees for access to ordering and other systems we designate for online ordering, customer rewards, and/or gift card system management and redemption. |
| Technology (Note 8/2) | Up to \$1,500 per month, currently \$300 per month for up to six bays, \$600 per month for seven to 15 bays, and \$1,000 per month for 16 or more bays | Monthly as invoiced | Will be debited automatically from your bank account by ACH or other means designated by us. |
| Accounting Software Fee | \$125 per month | Monthly as invoiced | Monthly license for the accounting software designated by us. Payable to us or supplier as we designate. |
| Local and Regional Advertising Cooperatives (Note 10/8) | As established by cooperative members, but not exceeding local marketing requirements | As established by cooperative members | Established by cooperative members, but not exceeding local marketing requirements. |

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| Annual Conference Attendance Fee (Note 499) | Our then current conference fee, not greater than \$1,500 | When invoiced and before conference | Will be debited automatically from your bank account by ACH or other means designated by us. |
| Additional Employee Initial Training | Our then current training fee, currently \$500 per person per day | When invoiced and prior to training | Under our pre-opening initial training, we will train you or your Managing Owner and one designated manager at no additional charge. This fee is for initial training, either before or after you open. Initial training is conducted at facilities we designate and you must pay for all other expenses of your trainees, including salary, travel and accommodations. |
| Supplemental On-Site Training | Our then current daily rate per trainer, plus expenses we incur. Current rate is \$500 per day | When invoiced and prior to training | If you request or we require on-site training at your Venue, you must pay our then current trainer fee plus our expenses related to travel and accommodations. |
| Interest | 18% per annum from due date | On demand | Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same. |
| Reporting Non-Compliance | \$150 per occurrence | 14 days of invoice | Payable for failure to timely submit Royalty and Activity Reports, and other reports and financial statements as required under Franchise Agreement. |
| Operations Non-Compliance | \$450 to \$1,000 per occurrence | 14 days of invoice | Payable for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us. |
| Payment Non-Compliance | \$150 per occurrence | 14 days of invoice | Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees. |
| Audit | Cost of audit | On demand | For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including audit, legal, travel and reasonable accommodations. |

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|--|-----------------------------|--|---|
| Renewal | \$5,000 | On signing renewal Franchise Agreement | Payable if we approve your renewal request and upon signing our then current Franchise Agreement. |
| Indemnification | Actual costs incurred by us | As incurred | The amount of any claim, liability, or loss we incur from your Franchised Business. |
| Legal Fees and Expenses | Costs and expenses | As incurred | Costs and expenses, including but not limited to, attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise Agreement. |
| Post-Termination or Post-Expiration Expenses | Costs and expenses | As incurred | The amount payable is the amount of any claim, liability, or loss we incur from your Franchised Business. |

Explanatory Notes to Item 6

Note 1: Type of Fee – The above table describes fees and payments that you must pay to us, our affiliates, or that our affiliates may impose or collect on behalf of a third party. All fees are uniformly imposed for all franchises offered under this Disclosure Document, are recurring, are not refundable, and are payable to us, unless otherwise specified. If you enter into a Multi-Unit Development Agreement or open multiple Venues then these fees shall apply, respectively, to each and every Venue. Payment is subject to our specification and instruction, including, our election to have all fees automatically drafted from your business bank account or automatically debited or charged to your business bank account. You will be required to sign an ACH Authorization Form (Franchise Agreement, Exhibit 7) permitting us to electronically debit your designated bank account for payment of all fees payable to us and/or our affiliates. You must deposit the Gross Sales of your Venue into the designated bank accounts that are subject to our ACH authorization. You must install and use, at your expense, the pre-authorized payment, point of sale, credit card processing, automatic payment, automated banking, electronic debit and/or electronic funds transfer systems that we designate and require in the operation of your Venue. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account. All fees are nonrefundable.

Note 2: Royalty Fees – The royalty fee is a continuing weekly fee equal to 6% (the “Royalty Rate”) of your weekly Gross Sales (the “Royalty Fee”). If any federal, state or local tax other than an income tax is imposed on the Royalty Fee which we cannot directly and, dollar for dollar, offset against taxes required to be paid under any applicable federal or state laws, you must compensate us in the manner prescribed by us so that the net amount or net effective Royalty Fees received by us is not less than 6% of your Gross Sales. If any federal, state, and/or local government agency, entity, law, rule or regulation prohibits your payment of royalty fees based on Gross Sales related to the sale of alcoholic beverages, then your Royalty Rate, as applied to the permissible portion of your Gross Sales that do not include the sale of alcoholic beverages, shall be increased by us to a rate/amount determined by us so that, the net actual dollar amounts of the Royalty Fees received by us shall, not be less than the dollar amounts of the Royalty Fees that would have been paid to us if there were no such prohibition or restriction.

Note 3: Gross Sales – “Gross Sales” means the total dollar sales from all business and customers of your Venue and includes the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods

or services traded, borrowed, or received by you in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by you or any other person or Corporate Entity from business conducted or which started in, on, from or through your Venue and/or your Venue Location, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement. Gross Sales include the total gross amount of revenues and sales from whatever source derived from and/or derived by you (including any person and/or Corporate Entity acting on your behalf) from business conducted within and/or outside your designated territory that is related to your Venue and/or a competitive business located and/or operated at your Venue Location, within your designated territory, outside your designated territory, and/or otherwise. Gross Sales do not include (a) sales taxes that you collect and remit to the proper taxing authority, and (b) authorized promotional discounts that you provide to customers.

Note 4: Brand Development Fund – The brand development fund fee is a continuing weekly fee equal to an amount of up to 2% of your weekly Gross Sales (the “Brand Development Fund Fee”).

Note 5: Local Marketing – On an on-going monthly basis, you must spend not less than 1% of your monthly Gross Sales on the local marketing of your Venue within your designated territory and in accordance with our standards and specifications.

~~Note 6: POS System – You must maintain and utilize the point of sale systems that we designate from time to time, currently our proprietary Golf VX system. The POS system fee is the current monthly license fee to access the point of sale systems that we designate. The POS system fee does not include other fees associated with point of sale systems such as credit card processing fees and other integrations such as online ordering, customer rewards, and gift cards.~~

Note 7: Online Ordering, Customer Rewards, and Gift Cards – As designated by us from time to time you must pay to us, our affiliate or our designated vendors, monthly, weekly, and/or per transaction fees related to online, point of sale integrated, web based, and/or app based, ordering, customer rewards, and/or gift card systems. Currently we have not implemented a fee for these systems but require that you access and purchase these services as point of sale integrations from our currently designated point of sale vendor. See, Item 11 for additional details.

Note 8: Technology Fee – The continuing monthly technology fee is an administrative fee and is not associated with any particular service but is used, at our discretion, to defray some of our costs related to system website and intranet (the “Technology Fee”). Currently we charge a monthly Technology Fee of \$300 per month for up to six bays, \$600 per month for seven to 15 bays, and \$1,000 per month for 16 or more bays but we reserve the right to increase the Technology Fee at any time in the future provided that the monthly Technology Fee shall not exceed \$1,500 per month.

Note 9: Local and Regional Advertising Cooperatives – If two or more Venues are operating within a geographic area, region, or market designated by us (a “designated market”), we reserve the right to establish and require your participation in a local or regional advertising cooperative within the designated market. If a local or regional advertising cooperative is established within a designated market that includes your Venue(s), you will be required to participate in the cooperative and make on-going payments to the cooperative in such amounts and subject to such caps as established by the cooperative members. We anticipate that each Venue franchisee will have one vote for each Venue located within the cooperative market and that cooperative decisions shall be made based on approval of a simple majority vote with a quorum of not less than 25% of the designated cooperative members. Contributions to a local or regional cooperative that we designate will count toward satisfaction of your minimum local marketing requirements and shall not exceed local marketing requirements.

Note 499: Annual Conference Attendance Fee – If we offer a franchisee annual conference in a given year you will be required to attend the conference on the dates and at the location that we designate. You will be responsible for all travel and lodging expenses. We may charge you an annual conference fee in an amount not exceeding \$1,500. We reserve the right to charge the annual conference fee to those franchisees that do not attend. We will not require your attendance at an annual conference for more than three days during any calendar year.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement – Golf VX

YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is Made |
|--|-----------------------|-------------------|------------------------------------|--|
| Initial Franchise Fee ^(Note 1) | \$35,000 | Lump sum | When Franchise Agreement is signed | Us |
| Construction and Leasehold Improvements ^(Note 2) | \$240,000 – \$520,000 | As arranged | As incurred | Contractors, suppliers, architects and/or landlord |
| Lease Deposits – Three Months ^(Note 3) | \$20,000 – \$40,000 | As arranged | As incurred | Landlord |
| Furniture and Fixtures ^(Note 4) | \$46,347 – \$102,357 | As arranged | As incurred | Suppliers |
| Equipment ^(Note 5) | \$297,858 – \$656,837 | As arranged | As incurred | Us, our affiliates, suppliers |
| Signage ^(Note 6) | \$7,000 – \$15,000 | As arranged | As incurred | Suppliers |
| Computer Software and Point of Sale System ^(Note 7) | \$4,110 – \$12,548 | As arranged | As incurred | Us, our affiliates, suppliers |
| Grand Opening Marketing ^(Note 8) | \$5,000 – \$10,000 | As arranged | As incurred | Suppliers |
| Initial Inventory ^(Note 9) | \$7,125 – \$17,250 | As arranged | As incurred | Us, our affiliates, suppliers |
| Utility Deposits ^(Note 10) | \$200 – \$2,000 | As arranged | As incurred | Suppliers |
| Insurance Deposits – Three Months ^(Note 11) | \$3,500 – \$7,140 | As arranged | As incurred | Insurers |
| Travel for Initial Training ^(Note 12) | \$3,250 – \$7,125 | As arranged | As incurred | Airlines, hotels, restaurants |
| Professional Fees ^(Note 13) | \$6,500 – \$11,000 | As arranged | As incurred | Attorneys, accountants, architects, advisors |

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|--|-------------------------|-------------|-------------|---|
| General Licenses and Permits ^(Note 14) | \$5,100 – \$38,500 | As arranged | As incurred | Government |
| Printing, Stationery, and Office Supplies ^(Note 15) | \$2,240 – \$4,760 | As arranged | As incurred | State or local authority |
| Additional Funds – Three Months ^(Note 16) | \$52,300 – \$105,610 | As arranged | As incurred | Us, employees, suppliers, landlord, utility suppliers |
| Total Estimate ^(Note 17) | \$735,530 – \$1,585,127 | | | |

Explanatory Notes to Item 7
For a Franchise Agreement for a Golf VX

Note 1: Initial Franchise Fee – The Initial Franchise Fee for a single franchise under a Franchise Agreement is \$35,000. All fees are non-refundable. We do not finance any portion of your initial fees. All fees are non-refundable.

Note 2: Construction and Leasehold Improvements – This estimate is for the cost of construction, construction management and build-out of the Golf VX but does not including furniture, fixtures, and equipment. Our estimates are based on the assumption that the typical square footage of a Golf VX ranges from 6,000 to 12,000 square feet. These estimates are based on the assumption that the location that you select for your Golf VX is a site delivered to you at a pre-existing stage where existing interior improvements consist of installed and functional heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls prepared for painting and a concrete slab floor. This estimate does not include architectural fees or other fees charged by licensed professionals other than general contractors and licensed tradesmen and do not include any special heating cooling or ductwork required by a venue. The costs for developing your Venue may be higher or lower than the estimates provided.

Note 3: Lease Deposits – Three Months – You must operate your Golf VX from a Venue Location that we approve and complies with state and local laws. If you do not already own or lease a suitable location you will be required to lease a location that meets our standards and is approved by us. This estimate is based on the assumption that you will be leasing your Golf VX Venue Location and is for the estimated amount of the initial lease deposit that you will be required to pay to the landlord at the time of signing your lease and before opening your Venue. The estimate is based on the assumption that your lease deposit will be equal to three months of rent payments. The typical square footage for a Golf VX ranges from 6,000 to 12,000 square feet. The amount of your lease deposit is something that you will directly negotiate with the landlord and will vary significantly based on a number of factors that include location and your own negotiations. This estimate does not include the purchase of real property should you elect to purchase the real property of your Venue Location.

Note 4: Furniture and Fixtures – You will be required to purchase certain types of furniture and fixtures for your Venue. Among other things, you will be required to purchase tables, chairs, lounge furniture and seating, lighting, and custom fixtures from us, our approved manufacturers, and/or suppliers and/or subject to our specifications. The costs for furniture and fixtures may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of furniture and fixtures will depend on the size of your Venue. The costs listed here do not include any transportation or set up costs. ~~Third party financing may be available for qualified candidates for some of the furniture and/or fixture costs. However, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this table.~~

Note 5: Equipment – You will be required to purchase certain types of equipment for your Venue. Among other things, you will be required to purchase simulators, projectors, swing plates, sound system, golf equipment, refrigeration, freezers, kitchen equipment, and computer equipment from us, our approved manufacturers, and/or suppliers and/or subject to our specifications. The costs for equipment may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of equipment will depend on the size of your Venue. The costs listed here do not include any transportation or set up costs. It is assumed that some of the equipment will be leased. If you elect to purchase such equipment, your costs may be higher. ~~Third party financing may be available for qualified candidates for some of the equipment costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this table. This includes the \$152,390 to \$656,837~~ equipment purchases that you are required to purchase from us or our affiliate.

Note 6: Signage – You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage. This estimate includes other elements of brand identification within the Venue such as wall graphics.

Note 7: Computer Software and Point of Sale System – You will be required to purchase, license and use the point of sale systems, ordering systems, and applications that we designate. Information about the point of sale and computer systems are disclosed in Item 11 of this Disclosure Document. This includes the \$3,216 to \$12,548 ~~golf simulator software purchase that you are required to purchase from us or our affiliate.~~

Note 8: Grand Opening Marketing Expense – You must spend a minimum of \$5,000 to \$10,000 prior to the opening your Venue to promote your grand opening. You must submit your grand opening marketing plan to us for our pre-approval.

Note 9: Initial Inventory – Your initial inventory comprised of small wares and supplies and your on-going inventory and supplies (including System Supplies) that you are required to obtain from us, our affiliate or from our designated suppliers are paid for at standard prices and terms and your ongoing inventory must be purchased from either us or our approved vendors. This includes the \$1,350 to \$17,250 ~~opening inventory of system supplies that you are required to purchase from us or our affiliate.~~

Note 10: Utility Deposits – To secure the appropriate utilities required for the operation of your Venue, including gas, electric, water, sewer and internet access, you will be required to pay upfront deposits to each applicable utility company.

Note 11: Insurance Deposits – Three Months – You are required to maintain certain insurance coverage. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance and we estimate this deposit to be equal to the amount of three months of monthly insurance premium payments. We recommend that you consult with your insurance agent before signing a Franchise Agreement. Because your Venue will serve alcohol and alcoholic beverages you will be required to obtain liquor liability insurance specific to the service of alcohol. Before signing a Franchise Agreement you should review licensing requirements related to the service of alcohol in the jurisdiction where you intend to locate your Venue and the costs for insurance coverage.

Note 12: Travel for Initial Training – You must complete our pre-opening training program before opening your Venue. We do not charge a fee for our pre-opening initial training. This estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program.

Note 13: Professional Fees – This estimate is for costs associated with the engagement of professionals such as attorneys, accountants and architects for advisories consistent with the start-up of a Venue. You will be required to hire an architect to develop plans that meet our standards and specifications and comply with applicable laws, rules and regulations for the development and operation of your Venue. ~~We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, the Franchise Agreement and, if applicable, the Multi-Unit Development Agreement.~~ It is also advisable to consult these professionals to review any lease and other contracts that you will enter into as part of the development and operation of your Venue.

Note 14: General Licenses and Permits – You must apply for, obtain and maintain all required permits and licenses necessary to operate a Venue. The licenses will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred and are due prior to opening the Franchised Business. This estimate also includes the estimated cost for obtaining a license or permit from a state agency to sell alcoholic beverages at your Venue but not the price to purchase a liquor license from an existing licensee in states that permit that practice. In some states, cities, and markets it may be necessary to purchase a liquor license from an existing licensee. The cost to obtain a liquor license will vary substantially depending on the city and state in which the Venue is located. Before signing a Franchise Agreement, you should carefully review with a lawyer, the costs, availability, and requirements for obtaining a liquor license.

Note 15: Printing, Stationery, and Office Supplies – You must purchase printing, stationery, and office supplies, including but not limited to, business cards, branded utensils, office supplies, uniforms, receipt paper, and storage boxes.

Note 16: Additional Funds – This is an estimate of the minimum recommended levels of additional funds that may be required to cover operating expenses such as employee salaries, inventory, rent, and utilities only for the initial three month period following the opening of your Golf VX. This estimate does not include compensation to you or your owners and does not include interest, finance charges, or payments that may be incurred by you if you financed the development of your Venue. This is only an estimate for your initial three months of operations and more working capital and additional funds may be required depending on the sales and performance of your Venue. This estimate is made based on competitors in the similar industry.

Note 17: About Your Estimated Initial Investment – This is an estimate of the initial start-up expenses for a Golf VX. These are only estimates and your costs and, the range of those costs, may vary. These estimates do not include interest and financing charges that you may incur and they do not include management level compensation payable to you or your owners. These estimates are for one Venue only. If you sign a Multi-Unit Development Agreement, the estimated amount will be required for each Venue that you develop.

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| Printing, Stationery, and Office Supplies ^(Note 15) | \$2,190 – \$4,610 | As arranged | As incurred | State or local authority |
| Additional Funds – Three Months ^(Note 16) | \$35,067 – \$60,260 | As arranged | As incurred | Us, employees, suppliers, landlord, utility suppliers |
| Total Estimate ^(Note 17) | \$414,430 – \$782,767 | | | |

Explanatory Notes to Item 7
For a Franchise Agreement for a Golf VX Academy

Note 1: Initial Franchise Fee – The Initial Franchise Fee for a single franchise under a Franchise Agreement is \$35,000. All fees are non-refundable. We do not finance any portion of your initial fees.

Note 2: Construction and Leasehold Improvements – This estimate is for the cost of construction, construction management and build-out of the Golf VX Academy but does not including furniture, fixtures, and equipment. Our estimates are based on the assumption that the typical square footage of a Golf VX Academy ranges from 4,000 to 12,000 square feet. These estimates are based on the assumption that the location that you select for your Golf VX Academy is a site delivered to you at a pre-existing stage where existing interior improvements consist of installed and functional heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls prepared for painting and a concrete slab floor. This estimate does not include architectural fees or other fees charged by licensed professionals other than general contractors and licensed tradesmen and do not include any special heating cooling or ductwork required by a venue. The costs for developing your Venue may be higher or lower than the estimates provided.

Note 3: Lease Deposits – Three Months – You must operate your Golf VX Academy from a Venue Location that we approve and complies with state and local laws. If you do not already own or lease a suitable location you will be required to lease a location that meets our standards and is approved by us. This estimate is based on the assumption that you will be leasing your Golf VX Venue Location and is for the estimated amount of the initial lease deposit that you will be required to pay to the landlord at the time of signing your lease and before opening your Venue. The estimate is based on the assumption that your lease deposit will be equal to three months of rent payments. The typical square footage for a Golf VX Academy ranges from 4,000 to 12,000 square feet. The amount of your lease deposit is something that you will directly negotiate with the landlord and will vary significantly based on a number of factors that include location and your own negotiations. This estimate does not include the purchase of real property should you elect to purchase the real property of your Venue Location.

Note 4: Furniture and Fixtures – You will be required to purchase certain types of furniture and fixtures for your Venue. Among other things, you will be required to purchase tables, chairs, lounge furniture and seating, lighting, and custom fixtures from us, our approved manufacturers, and/or suppliers and/or subject to our specifications. The costs for furniture and fixtures may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of furniture and fixtures will depend on the size of your Venue. The costs listed here do not include any transportation or set up costs. ~~Third party financing may be available for qualified candidates for some of the furniture and/or fixture costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this table.~~

Note 5: Equipment – You will be required to purchase certain types of equipment for your Venue. Among other things, you will be required to purchase simulators, projectors, swing plates, sound system, golf equipment, and computer equipment from us, our approved manufacturers, and/or suppliers and/or subject

to our specifications. If you elect to serve food and beverages at your Golf VX Academy, you will also be required to purchase kitchen equipment. The costs for equipment may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of equipment will depend on the size of your Venue. The costs listed here do not include any transportation or set up costs. It is assumed that some of the equipment will be leased. If you elect to purchase such equipment, your costs may be higher. Third party financing may be available for qualified candidates for some of the equipment costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this table. This includes the \$152,390 to \$656,837 equipment purchases that you are required to purchase from us or our affiliate.

Note 6: Signage – You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage. This estimate includes other elements of brand identification within the Venue such as wall graphics.

Note 7: Computer Software and Point of Sale System – You will be required to purchase, license and use the point of sale systems, ordering systems, and applications that we designate. Information about the point of sale and computer systems are disclosed in Item 11 of this Disclosure Document. This includes the \$3,216 to \$12,548 golf simulator software purchase that you are required to purchase from us or our affiliate.

Note 8: Grand Opening Marketing Expense – You must spend a minimum of \$5,000 to \$10,000 prior to the opening your Venue to promote your grand opening. You must submit your grand opening marketing plan to us for our pre-approval.

Note 9: Initial Inventory – Your initial inventory comprised of small wares and supplies and your on-going inventory and supplies (including System Supplies) that you are required to obtain from us, our affiliate or from our designated suppliers are paid for at standard prices and terms and your ongoing inventory must be purchased from either us or our approved vendors. This includes the \$1,350 to \$17,250 opening inventory of system supplies that you are required to purchase from us or our affiliate.

Note 10: Utility Deposits – To secure the appropriate utilities required for the operation of your Venue, including gas, electric, water, sewer and internet access, you will be required to pay upfront deposits to each applicable utility company.

Note 11: Insurance Deposits – Three Months – You are required to maintain certain insurance coverage. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance and we estimate this deposit to be equal to the amount of three months of monthly insurance premium payments. We recommend that you consult with your insurance agent before signing a Franchise Agreement. Because your Venue will serve alcohol and alcoholic beverages you will be required to obtain liquor liability insurance specific to the service of alcohol. Before signing a Franchise Agreement you should review licensing requirements related to the service of alcohol in the jurisdiction where you intend to locate your Venue and the costs for insurance coverage.

Note 12: Travel for Initial Training – You must complete our pre-opening training program before opening your Venue. We do not charge a fee for our pre-opening initial training. This estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program.

Note 13: Professional Fees – This estimate is for costs associated with the engagement of professionals such as attorneys, accountants and architects for advisories consistent with the start-up of a Venue. You

will be required to hire an architect to develop plans that meet our standards and specifications and comply with applicable laws, rules and regulations for the development and operation of your Venue. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, the Franchise Agreement and, if applicable, the Multi-Unit Development Agreement. It is also advisable to consult these professionals to review any lease and other contracts that you will enter into as part of the development and operation of your Venue.

Note 14: General Licenses and Permits – You must apply for, obtain and maintain all required permits and licenses necessary to operate a Venue. The licenses will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred and are due prior to opening the Franchised Business. The high end of this estimate also includes the estimated cost for obtaining a license or permit from a state agency to sell alcoholic beverages at your Venue but not the price to purchase a liquor license from an existing licensee in states that permit that practice. In some states, cities, and markets it may be necessary to purchase a liquor license from an existing licensee. The cost to obtain a liquor license will vary substantially depending on the city and state in which the Venue is located. Before signing a Franchise Agreement, you should carefully review with a lawyer, the costs, availability, and requirements for obtaining a liquor license. If you do not elect to serve food and beverages at your Golf VX Academy, you will not be required to obtain a liquor license.

Note 15: Printing, Stationery, and Office Supplies – You must purchase printing, stationery, and office supplies, including but not limited to, business cards, branded utensils, office supplies, uniforms, receipt paper, and storage boxes.

Note 16: Additional Funds – This is an estimate of the minimum recommended levels of additional funds that may be required to cover operating expenses such as employee salaries, inventory, rent, and utilities only for the initial three month period following the opening of your Golf VX Academy. This estimate does not include compensation to you or your owners and does not include interest, finance charges, or payments that may be incurred by you if you financed the development of your Venue. This is only an estimate for your initial three months of operations and more working capital and additional funds may be required depending on the sales and performance of your Venue. This estimate is made based on competitors in the similar industry.

Note 17: About Your Estimated Initial Investment – This is an estimate of the initial start-up expenses for a Golf VX Academy. These are only estimates and your costs and, the range of those costs, may vary. These estimates do not include interest and financing charges that you may incur and they do not include management level compensation payable to you or your owners. These estimates are for one Venue only. If you sign a Multi-Unit Development Agreement, the estimated amount will be required for each Venue that you develop.

C. Multi-Unit Development Agreement

YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is Made |
|--|----------------------|-------------------|--|-------------------------|
| Development Area Fee ^(Note 1) | \$30,000 – \$105,000 | Lump sum | When Franchise Agreement and Multi-Unit Development Agreement are signed | Us |

for the System. Our specifications and list of approved and designated suppliers is contained in our Manuals. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to our Manuals, and other forms of communication. We formulate and modify our standards and specifications for products and services based on our industry experience and our management decisions as to the overall operation and expansion of the System. If we have previously approved a supplier, and their standards fall below our designated standards, we will revoke our approval. We will notify you in writing of us revoking our approval.

Suppliers and Supplier Criteria

We may designate ourselves and our affiliates as exclusive suppliers of source restricted goods and services. We may designate ourselves or a third party as the sole and exclusive supplier irrespective of the existence of competing suppliers. If, in the Manuals, we do not designate a supplier for a particular item, you will purchase all such products, supplies and services from suppliers who meet our specifications and standards. Our Parent Company Golf VX Corp. is currently designated as an approved supplier of equipment and software. Except for Golf VX Corp., currently we are not and our affiliates are not approved suppliers of the source restricted goods and services identified below. Except as to Kyu Choi and Jimmy No, no officer of ours currently owns an interest in any of our designated suppliers.

If you want to purchase or lease a source restricted item from a supplier that has not been previously approved or designated by us in writing, you must send us a written request for approval and submit additional information, samples, and testing data that we may request. We ~~may~~ charge you a fee equal to the actual fees, costs and expenses that we incur in reviewing and evaluating an alternate supplier, product, and/or service requested by you. We may request that you send us samples from the supplier for testing and documentation from the supplier for evaluation. We may also require, subject to our discretion, that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within a reasonable time not exceeding 60 days after we receive your written request and all additional information and samples that we request. We may, in our sole discretion, withhold our approval. We do not make our procedures or criteria for approving suppliers available to our System franchisees, except that when evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the suppliers quality control, whether or not we are the exclusive supplier of the particular item, whether or not our affiliate or affiliates are the exclusive supplier of the particular item, and whether or not the suppliers approval, in our sole determination, will allow us to advance the overall interests of the System and our company.

We estimate that your purchase of goods and services from suppliers according to our specifications, including your purchase of goods or services from our designated exclusive suppliers, to represent approximately 75% of your total purchases and leases in establishing the Franchised Business and approximately 50% of the on-going operating expenses of the Franchised Business. We currently require that you purchase or lease the following source restricted goods and services:

1. Lease – We do not review the terms of the lease for your Venue Location but require that your landlord acknowledge our rights as set forth in the lease agreement rider attached as Exhibit 4 to the Franchise Agreement (the "Lease Agreement Rider") and that you collaterally assign the lease to us as set forth in the collateral assignment of lease attached as Exhibit 5 to the Franchise Agreement (the "Collateral Assignment of Lease"). We possess the right to disapprove of a proposed lease if the landlord refuses to sign the Lease Agreement Rider in substantially the form set forth in Exhibit 4 to the Franchise Agreement. The Lease Agreement Rider grants certain rights to us, including our right to be notified in the event of a lease default and, potentially, for us to enter the premises of your Venue.

earlier of 90 days after the Effective Date of the Franchise Agreement or prior to the commencement of our initial training program. Insurance coverage must be at least as comprehensive as the minimum requirements set forth below and in the Franchise Agreement (Franchise Agreement, Article 8). You must consult your carrier representative to determine the level of coverage necessary for the Franchised Business. Higher exposures may require higher limits.

Insurance Requirements

- a) Coverage against direct physical loss or damage to real and personal property, including improvements and betterments, written on a special form peril basis, including flood and earthquake, if the relevant property is situated in a flood or earthquake zone, in an amount equal to 100% of the Franchised Business' property value;
- b) Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate;
- c) Statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which the Franchised Business is located, including statutory workers' compensation limits and employers' liability limits of at least \$1,000,000;
- d) Business automobile insurance, including liability insurance coverage for hired and non-owned automobiles, with a combined single bodily injury and property damage limit of at least \$1,000,000 per occurrence;
- e) Business interruption insurance equal to 12 months of your net income and continuing expenses, including Royalty Fees;
- f) Commercial umbrella liability insurance with total liability limit of at least \$1,000,000;
- g) Cyber insurance in the amount of at least \$1,000,000 protecting against first party and third party claims;
- h) Liquor liability insurance with total liability limit of at least \$1,000,000 per occurrence;
- i) Employment practices liability insurance with a limit of at least \$25,000 including actions of a third party and a minimum limit of \$25,000 for wage and hour disputes; and
- j) All other insurance that we require in the Manuals or that is required by law or by the lease or sublease for the Franchised Business.

Purchase Agreements and Cooperatives

We may, in our discretion, negotiate purchase agreements, including price terms, with designated suppliers for source restricted goods and services on behalf of the System. We may establish preferred vendor programs with suppliers on behalf of some or all of the Venues under the System. We may limit the number of approved vendors and/or suppliers that you may purchase from and we may designate one vendor as your sole supplier. We may derive revenue or any other form of consideration as a result of your required purchases. Presently, there are no purchase or supply agreements in effect for source restricted products or services and there are no purchasing or distribution cooperatives that you must join. Presently we have not

| derived revenue or any other form of consideration as a result of your required purchases. You will not receive any material benefits for using our designated or approved suppliers.

Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases

We and/or our affiliates may receive rebates, payments and other material benefits from suppliers based on your purchases and we reserve the right to institute and expand rebate programs in the future. As of the Issuance Date of this Disclosure Document we have not received revenue from suppliers from franchisee purchases of source restricted products or services. We do not provide our franchisees with any material benefits based on a franchisee's purchase of particular products or services or use of particular suppliers.

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Designated Territory was previously designated; (d) the location of your proposed site relative to your overall Development Area and proximity to other Venues, if you signed a Multi-Unit Development Agreement and your Development Area was previously designated; and (e) whether or not the landlord for the Venue Location approves of our Lease Agreement Rider in substantially the same form as contained in Exhibit 4 of the Franchise Agreement.

Within 120 days of signing your Franchise Agreement you must secure a Venue Location and lease that we approve (Franchise Agreement, Article 3.A.). If you do not meet this requirement for any reason, including our disapproval of a proposed venue location and/or your failure to find a suitable venue location that we approve during the 120 day period, we may terminate your Franchise Agreement without refunding any fees to you if you do not cure this default within 30 days of notice from us. It is your obligation to consult with government agencies, architects and legal professionals to evaluate and determine that your Venue Location permits the establishment and operation of the Franchised Business and that you possess the necessary licenses and authority to operate a venue that offers and provides the Approved Services and Products. (Franchise Agreement, Articles 2, 3, 7 and 16).

Time to Open

You may not open your Venue until you have completed our initial training requirements, obtained the necessary licensing and authorization from state and regulatory agencies within your Designated Territory, obtained and provided us with written proof of the required insurance, and have timely secured a Venue Location that we approved.

We estimate that the typical length of time between the signing of your Franchise Agreement and opening your Venue to be approximately six to nine months if you are authorized to operate your Venue as a Golf VX and four to six months if you are authorized to operate your Venue as a Golf VX Academy. Factors that may affect this estimated time period include: (a) evaluating and selecting a suitable site for your Venue Location; (b) timeliness of your submission to us of information and documentation that we may request in determining whether or not to approve of the site for your proposed Venue Location; (c) length of time taken by you to successfully complete our initial training program; (d) negotiating and obtaining a suitable lease for your Venue Location that is approved by us; (e) obtaining third party lender financing, if necessary; and (f) obtaining the necessary licenses for the operation of your Venue. Other factors that may affect this time period include availability of equipment, delays associated with equipment installation and the construction and/or installation of your leasehold improvements and fixtures. You must open your Venue within nine months from the effective date of your Franchise Agreement, otherwise we may terminate your Franchise Agreement without refunding any fees to you. (Franchise Agreement, Article 3.C.).

Post-Opening Obligations

1. Supplemental Training – We may require that you and your Operating Manager participate in supplemental on-site training that we may designate and require in our discretion. We may provide, in our discretion, supplemental training on-site at your Venue Location. You will be required to pay our then current supplemental training fee, currently \$500 per on-site trainer per day, plus travel expenses, meals and accommodation expenses incurred by us. (Franchise Agreement, Article 4.A.);

2. Initial Training for Replacement Operating Manager(s) – Your Operating Manager must complete, to our satisfaction, our initial training program. We will offer and make available to your replacement Operating Manager our initial training program which must be complete to our satisfaction. The initial training program will be provided by us at the facilities that we designate that, presently, is comprised of our Venue located in Arlington Heights, Illinois and at the certified training Venue that we designate in Arlington Heights, Illinois. You will be required to pay our then current supplemental training fee for your replacement Operating Manager, currently \$500 per manager per day for each replacement manager

as to the availability of Venue franchises for sale and contact information for franchise inquiries on and within advertising, marketing and brand development materials, including the System website, developed with the Brand Development Fund;

As of the Issuance Date of this Disclosure Document we have not established the Brand Development Fund but intend to do so in the future.

5. Local and Regional Advertising Cooperative – We possess the exclusive right to authorize, establish, designate and de-authorize a local or regional advertising cooperative within those markets that we designate. We will exclusively determine the geographic and other boundaries constituting each respective cooperative and factors that we will consider include media markets including print, television and digital. If we establish a cooperative within a market that includes your Venue you must contribute to the cooperative in such amounts and frequency as determined by the cooperative. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions, marketing expenditures and allocations. However, we may require that cooperative decisions be made based on approval of a simple majority of franchisee members based on one vote per Venue located and a quorum of not less than 25% of the designated franchisee cooperative members. If a cooperative exceeds nine franchisee members we may require that the cooperative establish formal governing documents. Each cooperative must prepare annual unaudited financial statements that must be provided to each cooperative member for review. We reserve the right to form, change, dissolve, or merge any advertising cooperative. If we elect to form a local or regional cooperative or if a cooperative already exists as to the area of your Venue, you will be required to participate in the cooperative in accordance with the provisions of our Operations Manual which we may supplement and modify from time to time. You will not be required to make contributions to a Local or Regional Advertising Cooperative in amounts exceeding local marketing requirements.

As of the Issuance Date of this Disclosure Document we have not established any local or regional advertising cooperatives but reserve the right to do so in the future; and

6. Advertising Council – We have not established an advertising council but reserve the right to do so in the future. (Franchise Agreement, Article 9.A.).

Computer System

You must purchase, license and use the computer, point of sale, business management, and ordering systems that we designate. Currently, the designated point of sale system that you must license and use is our proprietary Golf VX system and as otherwise designated by us in the Manuals. You must purchase one configured and licensed point of sale hardware terminal. Additionally, you must purchase and maintain a computer system on-site at your Venue Location. Generally, you will be required to obtain a computer system that will consist of certain hardware and software and, among other things, you will be required to meet our requirements for: (a) back office and point of sale systems; (b) security systems; (c) printers and other peripheral devices; (d) archive and back-up systems; and (e) high speed internet access. The initial upfront cost of the point of sale and computer system that you will be required to purchase ranges from \$3,216 to \$12,548. You are obligated to install and/or access all required point of sale and software upgrades as recommended by the manufacturer of the computer and the licensor of point of sale system. You are responsible for hardware repairs or replacement of systems that are no longer covered under warranty. Your estimated costs for the maintenance, repair and updates for the computer and point of sale systems is estimated to not exceed to exceed \$3,000 per year. There are no contractual obligations imposed on us to maintain, repair, update, or upgrade your computer systems. We will have independent access to all of the information and data that is electronically transmitted on your point of sale system and will have access to all data related to the financial performance of your Venue. There are no contractual limitations on our right

to access your point of sale system. There are no contractual limitations on the frequency and cost of your obligation to maintain, upgrade and update the computer system in conformance with our directives.

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Initial Training

If this is your first Venue we will provide initial training for you, or if you are a Corporate Entity, your Managing Owner, plus one designated manager. You or your Managing Owner and your general manager must successfully attend and complete the initial training program to our satisfaction no later than 45 days before the opening of your Venue. The initial training program takes place over an approximate one week period. If more than two individuals attend initial training you will be charged an additional fee per additional persons attending initial training. Although we provide you and your general manager with initial training at no additional fee or charge, you will be responsible for paying for all travel expenses and employee wages that you incur in your initial training attendance and participation. (Franchise Agreement, Article 4). Currently, we typically provide our initial training program four to six times per year, approximately every eight to 12 weeks.

TRAINING PROGRAM

The following table summarizes the subjects covered in our initial training program:

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|-----------------------------|------------------------------|-----------------------------|
| Introduction: Welcome, Our Brand Culture, History, Mission and Vision | 2 | 0 | Arlington Heights, Illinois |
| Personnel: Scheduling, Team Management and Development | 2 | 2 | Arlington Heights, Illinois |
| Marketing: Advertising, Promotions, Networking, Our Services, Building the Client Relationship | 2 | 2 | Arlington Heights, Illinois |
| Operations: Sales Techniques, Providing Services, Opening and Closing Procedures, Equipment/Vehicle Maintenance, Supplier Relationships, Safety and Security | 5 | 20 | Arlington Heights, Illinois |
| Financial Management: Fiscal Responsibility, Goal Setting, KPIs and Reporting, Royalties and Franchise Obligations | 2 | 0 | Arlington Heights, Illinois |
| Review: Assessment, Next Steps in Planning Launch/Grand Opening | 2 | 1 | Arlington Heights, Illinois |
| Subtotal Hours | 15 | 25 | |
| Total Hours | 40 | | |

Instructional materials that will be used in the initial training process includes our Manuals, live instruction, and handouts. Initial training will be conducted under the direction and supervision of our Field Support Manager, Andy An. For the period of 2018 to 2023, Mr. An has served as the Manager of Operations of Bibibop Asian Grill. The level of experience of our trainers will, at a minimum, include each trainer's satisfactory completion of our initial training program. In addition to initial training you will also be required to participate in and satisfy all other training programs that we may designate respecting the Franchised Business. (Franchise Agreement, Articles 4 and 7.J.).

After the opening of your Venue we reserve the right to require that you (or your Managing Owner if you are a Corporate Entity) attend a system-wide training program (the "System-Wide Training Program") that we may establish in our discretion. If we establish a System-Wide Training Program, the program will be offered in Arlington Heights, Illinois and you will be responsible for all travel and expenses, lodging, food, automobile rental expenses and employee wages that you incur in connection with your attendance. We will not require your attendance at a System-Wide Training Program for more than a total of five days in any calendar year.

ITEM 12 **TERRITORY**

Your Location

Under the Franchise Agreement, we will grant to you the right to develop and operate one Venue at a specific Venue Location. If the location is not known at the time you sign a Franchise Agreement, then your Venue Location is subject to our approval.

Grant of Territory

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. Once you identify a site that we approve for your Venue Location we will designate an area around your site as your designated territory (the "Designated Territory"). While there is no minimum size for a designated territory, the scope and size of the area comprising your Designated Territory will, generally, be the smaller of a distance of five miles from the Venue Location in all directions travelable by road or, a territory encompassing a population of 150,000 people as of the date of the Franchise Agreement. If your Venue is located within a shopping mall or a similar facility with a captive market, your Designated Territory may be limited to the physical boundaries of the mall or facility. Depending on the demographics and geography we may designate your Designated Territory where your Venue is located at the venue of the Designated Territory or where your Venue is located elsewhere within the Designated Territory. We may identify your Designated Territory by zip code, boundary streets, highways, county lines, designated market area, and/or other recognizable demarcations.

Relocation

Your right to relocate your Venue is not guaranteed and approval of a request by you to relocate your Venue is completely at our discretion. We evaluate relocation requests on a case-by-case basis and consider factors such as operational history, the location of other Venues, our expansion plans, the designated territory, demographics and other factors that, at the time of a relocation request, are relevant to us.

Multi-Unit Development Agreement

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.

Establishment of Additional Venues

You do not have the right to establish additional Venues unless you sign a Multi-Unit Development Agreement. If we enter into and sign a Multi-Unit Development Agreement you will have the right to develop a mutually-agreed upon number of additional Venues within a specified Development Area. The size of your Development Area will vary significantly from other franchisees and your right to develop additional Venues under a Multi-Unit Development Agreement will be subject to your timely compliance with the agreed upon development schedule, your compliance with the terms of your Multi-Unit Development Agreement, and your compliance with all other agreements with us and our affiliates,

including all Franchise Agreements. Our approval of future Venue Locations and their respective designated territories will be based on our then current site and territory criteria.

Options and Rights of First Refusal to Acquire Additional Franchises

You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Rights

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. However, during the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our Reserved Rights set forth below, we will not establish or open and we will not grant another franchisee the right to establish or open a Golf VX Venue at a Venue Location within your Designated Territory.

We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you (Franchise Agreement, Section 2.D. and Multi-Unit Development Agreement, Article 2.3), to engage in the following activities (our “Reserved Rights”): (a) operate and grant to others the right to develop and operate Venues and Franchised Businesses using the System and Licensed Marks at locations outside your Designated Territory and, if applicable, Development Area, as we deem appropriate and irrespective of the proximity to your Designated Territory and, if applicable, Development Area; (b) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, the Franchised Business, and after such acquisition, merger or affiliation to own and operate and to franchise, or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services that are the same as or similar to a the Franchised Business (but not utilizing the Licensed Marks) within your Designated Territory and, if applicable, within your Development Area; (c) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as or similar to the Franchised Business, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate businesses that offer and sell products and services that are the same as or similar to the Franchised Business (but not utilizing the Licensed Marks) within your Designated Territory and, if applicable, your Development Area; (d) use the Licensed Marks and System to distribute the Approved Services and Products offered and sold by the Franchised Business or products and services similar to the Approved Services and Products offered and sold by the Franchised Business in alternative channels of distribution including wholesale outlets, stores, and/or internet/web based sales and similar outlets that sell and/or utilize golf simulators, entertainment simulators, and/or related branded products or services to the public and other outlets, within or outside your Designated Territory and, if applicable, your Development Area; (e) operate, and grant to others the right to own and operate, Venues within or at captive market locations including: airports, transportation stations, government facilities, military bases, hotels, resorts, recreational parks and facilities, sports facilities, convention centers, travel centers, schools, colleges and other academic facilities, seasonal facilities, and shopping malls; and (f) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement. There are no additional circumstances that permits us to alter your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from customers inside your territory. 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 the Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

You are required to target and direct the marketing of your Venue to customers located within your territory. You may only offer and sell Approved Services and Products from your Venue Location located within your Designated Territory, and only to retail customers.

You are not allowed to solicit or accept orders from consumers outside your territory, and you do not have the right to use other channels of distribution, such as the internet, catalog sales, telemarketing or other direct marketing to make sales outside your territory.

Competition by Us Under Different Trademarks

We do not have plans to operate or franchise a business under trademarks different from the Licensed Marks that sells or will sell goods or services similar to those that will be offered by you through the Franchised Business.

**ITEM 13
TRADEMARKS**

Under the terms of the Franchise Agreement, you will be granted a license to use the “Golf VX” trademark and those other marks that we designate. Our affiliate DF Investment Group LLC is the owner of the Licensed Marks and has granted to us a license with an initial 20 year term and with automatic renewal thereafter to use the Licensed Marks and to license our franchisees to use the Licensed Marks (the “License Agreement”). Although the License Agreement may be terminated as a result of a breach of the License Agreement, in the event of any termination of the License Agreement, our franchisees will continue to maintain the right to use the Marks pursuant to the terms of their Franchise Agreement. Termination of the License Agreement does not terminate use of the Marks by our authorized franchisees. ~~We reserve the right to supplement and modify the marks that you may or may not use in connection with the operations of your Venue. You may only use the Licensed Marks as authorized by us in writing and under the terms of your Franchise Agreement. You may not use the Licensed Marks in the name of any Corporate Entity that you establish.~~

Principal Trademarks Not Registered with the United States Patent and Trademark Office

The following principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, and will be used by you in the operations of the Franchised Business but are not registered with the United States Patent and Trademark Office (“USPTO”). As to each of these principal trademarks:

We do not have a federal registration for each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

| Mark | Serial Number for Registration Application Filed with USPTO Application | Application Type | Application Date |
|---------|---|------------------|------------------|
| GOLF VX | 97839904 | 1B | March 15, 2023 |

As to our principal trademarks, there are no currently effective material determinations by the USPTO, the Trademark Trial and Appeal Board, any court, or the trademark administrator of any state. There are no pending infringement, opposition or cancellation proceedings and no pending litigation involving our

**TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2023**

| State | Franchise Agreement Signed but Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|----------|--|--|---|
| Illinois | 0 | 0 | 1 |
| Totals | 0 | 0 | 1 |

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Notes to Tables:

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

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses with us that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

Exhibit G to this Disclosure Document contains a list of our then current franchisees as of the end of the Issuance Date of this Disclosure Document.

Exhibit H to this Disclosure Document contains a list of franchisees that had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document.

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

**ITEM 21
FINANCIAL STATEMENTS**

Attached as Exhibit D is our audited opening balance sheet. We were established on October 4, 2023 and our fiscal year ends on December 31. Because we have not been franchising for three years or more, we do not have three years of audited financial statements.

**ITEM 22
CONTRACTS**

Attached to this Disclosure Document or to the Exhibits attached to and comprising the Franchise Agreement attached to this Disclosure Document are copies of the following franchise and other contracts and agreements in use or proposed for use:

Exhibits to this Disclosure Document

4. Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. Item 6 “Other Fees.” is supplemented by the addition of the following statement: “The highest interest rate allowed by law in the State of California is 10%.”

6. The following URL address is for the franchisor’s website: golfvx.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

7. California’s Franchise Investment Law (Corporations Code sections 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) our ability to rely on any representations it makes to you, or (iii) any violation of the law.

8. No statement, questionnaire or acknowledgement 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.

9. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

Connecticut FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

1. Item 3 “Litigation.” is supplemented by the addition of the following:

A. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

B. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the 10 year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a

Illinois FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

Illinois Law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

No statement, questionnaire or acknowledgement 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.

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

Indiana FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

1. Item 8. "Restrictions on Sources of Products and Services." is supplemented by the addition of the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not 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 by the franchisee.

2. Item 6. "Other Fees" and Item 9. "Franchisee's Obligations", are supplemented, by the addition of the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were

Maryland FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

Item 5, "Initial Fees", is supplemented, by the addition of the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. 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.
- B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
- D. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

No statement, questionnaire or acknowledgement 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.

Michigan FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

1. 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.

- A. A prohibition of your right to join an association of Franchisees.
- B. A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- C. A provision that permits us to terminate a franchise before the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise

ILLINOIS FRANCHISE AND DEVELOPMENT AGREEMENT AMENDMENT

Amendments to The Golf VX Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the undersigned agree to the following modifications to the Golf VX Franchising, LLC Franchise Agreement (the “Franchise Agreement”) and, if Franchisor and Franchisee both sign the Golf VX Franchising, LLC Multi-Unit Development Agreement (the “Development Agreement”), as follows:

1. Article 18.F. of the Franchise Agreement, and if Franchisee executes a Development Agreement, Article 7.5 of the Development Agreement, under the heading “Governing Law”, shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.F. of the Franchise Agreement and Article 7.5 of the Development Agreement:

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

Section 4 of the Illinois Franchise Disclosure Act Provides that any provision in a Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside Illinois.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. Article 18.G. of the Franchise Agreement, and if Franchisee executes a Development Agreement, Article 7.6 of the Development Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction”, shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.G. of the Franchise Agreement and Article 7.6 of the Development Agreement:

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

Section 4 of the Illinois Franchise Disclosure Act Provides that any provision in a Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside Illinois.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

3. Article 18.K of the Franchise Agreement, and if Franchisee executes a Development Agreement,

4. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

~~5.~~—No statement, questionnaire or acknowledgement 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.

5. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the Golf VX Franchising, LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

Franchisor: Golf VX Franchising, LLC

Franchisee:

Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

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

~~6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.~~

~~7. 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 Registration and Disclosure Law.~~

~~8. No statement, questionnaire or acknowledgement 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.~~

8. Article 18.O. of the Franchise Agreement is hereby deleted.

9. Section 7.16 of the Multi-Unit Development Agreement is hereby deleted.

10. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owned by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

11. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the Golf VX Franchising, LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

Franchisor: Golf VX Franchising, LLC

Franchisee:

Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

Signature

D. Item 17 “Renewal, Termination, Transfer and Dispute Resolution.” Item 17 is supplemented by the addition of the following: Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

E. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

F. No statement, questionnaire or acknowledgement 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.

G. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

New York FDD Amendment
Amendments to the Golf VX
Franchise Disclosure Document

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 STREET, 21ST FLOOR, NEW YORK, NEW YORK 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:

6. Under Article 16 of the Franchise Agreement, under the heading “Defaults and Automatic Termination After 30 Day Cure Period,” the subarticle 16.A.(4)(f), shall be supplemented by the addition of the following:

Subarticle 16.A.(4)(f) will not be enforced to the extent prohibited by applicable law.

7. Under both subarticles 16.A.(2) and 16.A.(4) of the Franchise Agreement, the following is added:

Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days-notice of termination (with 60 days to cure) of this Agreement.

8. Article 18.F. of the Franchise Agreement, under the heading “Governing Law”, shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.F.:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

9. Article 18.G. of the Franchise Agreement and, if Franchisee executes a Development Agreement, Article 7.6 of the Development Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction”, shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.G. of the Franchise Agreement and Article 7.6 of the Development Agreement:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

10. Article 18.K of the Franchise Agreement, and if Franchisee executes a Development Agreement, Article 7.10 of the Development Agreement, under the heading “Waiver of Jury Trial”, shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 18.K. of the Franchise Agreement and Article 7.10 of the Development Agreement:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.

11. Article 18.I. of the Franchise Agreement and, if Franchisee executes a Development Agreement, Article 7.8 of the Development Agreement, under the heading “Limitations of Claims,” shall be supplemented by the addition of the following statement:

Under the Minnesota Franchise Act,-any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

12. Article 18 of the Franchise Agreement and if Franchisee executes a Development Agreement, Article 7 of the Development Agreement, under the heading “Enforcement and Construction,” shall be supplemented by the addition of the following new subarticle 18.Z. to the Franchise Agreement and Article 7.24 of the Development Agreement:

Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

13. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

14. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

15. No statement, questionnaire or acknowledgement 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to the Golf VX Franchising, LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

Franchisor: Golf VX Franchising, LLC

Franchisee:

Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

Signature

Name (please print)

Dated