



FRANCHISE DISCLOSURE DOCUMENT

Another Nine, LLC
an Ohio limited liability company
727 Madison Ave, Covington, KY 41011
Ph: 513-239-7516
hello@anothernine.com | www.anothernine.com

We offer qualified individuals the right to operate an indoor golf facility (each a "Franchised Business") that offers its guests and members 24/7 access to private golf simulator suites for playing full rounds of golf, participating in tournament play, entertaining, and improving golf skills. Each Franchised Business operates utilizing our proprietary marks and designated system of operations, which we have developed to maintain minimal overhead and labor costs.

The initial investment necessary to begin operation of an Another Nine facility ranges from \$333,950 and \$824,350. This includes \$49,500 that must be paid to us or our affiliates. The initial investment necessary to begin operation under a Another Nine Area Development Agreement, assuming the purchase of 2 to 5 units, is \$374,450 to \$954,850. This includes \$90,000 to \$180,000 that must be paid to the franchisor or affiliate. The Area Development Agreement requires that you develop a minimum of two units.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ethan Grob, Co-Founder and CEO at 727 Madison Ave, Covington, KY 41011 and 513-239-7516.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (FTC). You can contact the FTC via phone at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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 1, 2025 as amended on August 12, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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



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 Development Agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the



lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General

G. Mennen Williams Building, 7th Floor

525 W. Ottawa Street

Lansing, Michigan 48909

Telephone Number: (517) 373 7117

TABLE OF CONTENTS

FRANCHISE DISCLOSURE DOCUMENT	1
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	8
ITEM 2. BUSINESS EXPERIENCE	9
ITEM 3. LITIGATION	9
ITEM 4. BANKRUPTCY	10
ITEM 5. INITIAL FEES	10
ITEM 6. OTHER FEES	11
ITEM 7. ESTIMATED INITIAL INVESTMENT	14
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS OR SERVICES	17
ITEM 9. FRANCHISEE’S OBLIGATIONS	19
ITEM 10. FINANCING	21
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	21
ITEM 12. TERRITORY	27
ITEM 13. TRADEMARKS	29
ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	30
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	30
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	31
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	32
ITEM 18. PUBLIC FIGURES	36
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS	36
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION	38
ITEM 21. FINANCIAL STATEMENTS	40
ITEM 22. CONTRACTS	40
ITEM 23. RECEIPTS	40



ITEM 1.

The Franchisor and any Parents, Predecessors, and Affiliates

To simplify the language in this Disclosure Document, “we”, “us” or “our” means Another Nine, LLC, the franchisor; “you” or “your” means the person or entity who buys the franchise. If you are a corporation, partnership, or other entity, “you” includes the franchisee’s owners. We are an Ohio limited liability company that was originally formed on April 4, 2023. Our principal place of business is located at 727 Madison Ave, Covington, KY 41011. We do business under our corporate name and as “Another Nine”.

We offer and grant franchises to operate Another Nine indoor golf facilities (each a "Franchised Business"). Franchised Businesses are 24/7 accessible, indoor golfing facilities featuring advanced private golf simulator suites that allow guest and members to play full rounds of golf, participate in tournament play, entertain, and practice their game. Franchised Businesses operate under the name "Another Nine" and other trademarks, service marks, logos, and commercial symbols we periodically authorize (the "Marks"), using our proprietary business formats, operating methods, procedures, designs, layouts, standards and specifications (collectively, the "System").

We began offering Another Nine franchises in October 2024. We do not do business under any other names. We do not sell franchises for any other businesses. We began operating our own Another Nine facilities in March 2024. Another Nine offers simulator reservations, golf lessons, memberships, club rentals, golf leagues and tournaments, merchandise, and in some cases, food and beverage via vending only. We do not operate any other businesses.

Our parent corporation is Another Nine Holdings, Inc., a Delaware corporation. The principal business address of our parent is 727 Madison Ave, Covington, KY 41011. Our affiliates may own and operate Another Nine Facilities; however, neither our parent nor affiliates offer Another Nine franchises or any other franchise offering.

Our franchise system consists of upscale indoor golf facilities with the potential for minimal overhead and labor costs. We have developed a proprietary self-service access system that allows customers of Another Nine to enter the facility and their private golf simulator suite 24 hours a day.

We will grant you the right to operate one (1) Another Nine facility at a location we specify in your Franchise Agreement (the “**Franchise Agreement**”). These locations will typically range from 1,600 square feet to 3,500 square feet. The facilities are designed to include interior rooms, called simulator suites. Each of these suites is designed to be a private room for guests to reserve. The minimum amount of space for each suite is 375 square feet.

We also offer qualified individuals the right to open and operate multiple locations within a defined geographical area (the “Development Area”) by: (i) executing our current form of Area Development Agreement (the “Area Development Agreement”); and (ii) paying our then-current development fee upon execution of your Area Development Agreement, which will depend on the number of locations you agree to open (the “Development Fee”).

You will be required to enter into our then-current form of franchise agreement for each of the locations you are required to open under the Area Development Agreement, and you must execute the Franchise Agreement for your initial location contemporaneously with the execution of your Area Development Agreement. You must then ensure that you open and commence operations of each additional location in the Development Area in accordance with a development schedule set forth in your Area Development Agreement (the “Development Schedule”).



The market for golf in general is mature and highly competitive, however, the market for indoor facilities offering golf simulators is less well-developed. Your target market typically consists of active young adults between the ages of 25 to 55, ranging from golf enthusiasts to first-time golfers looking to learn about the game. Your competitors include other businesses offering indoor golf simulators, outdoor and indoor golf courses, driving ranges, as well as retailers of golf equipment and apparel, including general retailers, department stores, sporting goods stores, warehouse clubs, and e-commerce outlets.

You are solely responsible for identifying and complying with all federal, state, and local laws and regulations that apply to the operation of your Franchised Business, including obtaining and maintaining all required permits, licenses, and authorizations. While we are not aware of specific federal regulations governing indoor golf facilities, state and local regulations may include requirements for staffing, medical equipment (such as automated external defibrillators), membership sales bonds, escrow requirements for presale memberships, and building construction standards. You must obtain all necessary licenses and permits, and ensure compliance with the Americans with Disabilities Act, wage and hour laws, consumer protection laws, and other applicable regulations. We strongly recommend consulting with your own professional advisors, such as an attorney and accountant, regarding applicable laws and regulations.

Our agents for service of process are disclosed in Exhibit B.

ITEM 2. Business Experience

Co-Founder and Chief Executive Officer: Ethan Grob

Ethan Grob has served as our Co-Founder and CEO starting in October 2024. Starting in April 2023, Mr. Grob has also been the Co-Founder and CEO of our parent company, Another Nine Holdings, Inc. in Cincinnati, OH. From November 2021 to April 2025, Mr. Grob served as the Vice President of Product Management for Shipt, Inc. in Cincinnati, OH. From May 2013 to November 2021, Mr. Grob served in various roles for The Kroger Co. and its joint ventures and subsidiaries, most recently as the Director of Product & Strategy in Cincinnati, OH.

Co-Founder and Chief Operating Officer: Brett Jewell

Brett Jewell is our Co-Founder and COO and has held that position starting in April 2025. Starting in April 2023, Mr. Jewell has also been the Co-Founder of our parent company, Another Nine Holdings, Inc. in Cincinnati, OH. From November 2024 to April 2025, Mr. Jewell was the Sports Marketing Manager for Foundation Wellness in Cincinnati, OH. From June 2023 to November 2024, Mr. Jewell was the Marketing Manager for Foundation Wellness in Cincinnati, OH. From September 2020 to June 2023, Mr. Jewell was the National Key Account Manager for Foundation Wellness in Cincinnati, OH. From October 2017 to September 2020, Mr. Jewell was the Business Development Manager – Medical for Foundation Wellness in Cincinnati, OH.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.



ITEM 4. BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Franchise Fee

Our initial franchise fee for an Another Nine franchise location is \$49,500.

If you already have an Another Nine franchise location and you are not in default under your other Franchise Agreement(s) with us, then we discount the initial franchise fee to \$44,500.

In all cases, the initial franchise fee is payable by wire transfer or any other payment method we approve in writing, and must be paid in one lump-sum upon execution of the Franchise Agreement. The initial franchise fee is uniform and nonrefundable under any circumstances, including if you fail to develop your Another Nine location.

Development Fee

You may also purchase the rights to open additional Another Nine locations by signing our Area Development Agreement and paying a development fee (“Development Fee”). The Development Fee is in lieu of the Initial Franchise Fee.

Your Development Fee will depend on the number of Another Nine locations we grant you the right to open within the Development Area and is calculated as follows:

Number of Service Areas	Area Development Fee
1	\$49,500
2	\$90,000
3	\$120,000
4	\$150,000
5	\$180,000

For each additional location beyond the fifth location within the Development Area, an additional development fee of \$30,000 per location will apply.

The development fee is payable by wire transfer or any other payment method we approve in writing, and must be paid in one lump-sum upon execution of the Area Development Agreement. The development fee is uniform and nonrefundable under any circumstances, including if you fail to develop any or all of your Another Nine locations within the Development Area.



ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks (Note 3)
Royalty Fee	7% of Gross Sales	All customer payments for the Another Nine location will be processed through our designated payment system. We will withhold applicable fees (including royalties, marketing fund fees, and payment processing fees) from gross sales and distribute the remaining balance to you on a weekly basis. We will provide you with a detailed weekly accounting statement showing all sales, fees withheld, and amounts distributed.	You will begin paying this fee after you open your facility.
Marketing Fund Fee	1% of Gross Sales	Same time and manner as the Royalty Fee	This Marketing Fund will be used for brand building and promotion nationally. You will begin paying this fee after you open your facility. We reserve the right to increase this fee up to 2% of Gross Sales upon 60 days prior written notice to you.
Local Advertising Requirement	The greater of 1% of Gross Sales or \$750	Monthly	All advertising must be pre-approved by us. We may increase this amount to a maximum of 3% of Gross Sales upon 60 days prior written notice to you.
Access Control Software Support	Our actual costs, currently \$10 per month per access point	On or before the fifth business day of each month.	We pay this fee on your behalf and you are repaying 100% of the cost to us.
Camera Support	Our actual costs, currently \$12 per month	On or before the fifth business day of each month.	Way pay this fee on your behalf and you are repaying 100% of the cost to us.

	per device		
Digital Fee	\$350 per month	On or before the fifth business day of each month.	This fee covers the website, scheduling, payment processing, online security, and digital experience.
Guest Services Fee	\$25 per month per suite	On or before the fifth business day of each month.	This fee covers the customer support available via live chat on the website.
Interest	The maximum rate allowed by law or 18%, whichever is less	As incurred	You must pay interest on all overdue amounts to us.
Renewal Fee	25% of our then-current Initial Franchise Fee	Upon renewal	You only pay this fee if you want to renew your franchise.
Transfer Fee	\$10,000, plus any broker commissions or other third-party fees	Before you transfer the franchise.	Payable as a condition of our approval of a transfer. This fee is not due if transferring to a wholly owned business entity or an immediate family member who has already been approved and trained by us.
Supplier or Equipment Testing Fees	\$1,500	As incurred	If you ask us to approve, and we agree to evaluate, a specific vendor or non-compliant or non-sanctioned equipment, we will require that you pay us a testing fee of \$1,500 per evaluation.
Insurance Reimbursement	Our actual costs in obtaining or reinstating insurance	As incurred	Payable to us only if you fail to obtain and maintain required insurance, and we, at our option, obtain or reinstate the insurance for you. You reimburse us for the cost of the insurance. We reserve the right to charge a reasonable fee for our services and our out-of-pocket expenses.
Training Cancellation Reimbursement	Our actual out-of-pocket expenses	As incurred	In the event that any scheduled training is cancelled by reason of your delay in opening the Facility or for any other reason

			attributable to you, you must reimburse us for all out-of-pocket expenses we incur (including, without limitation, the travel, food, and lodging costs of our trainers) as a result of such cancellation.
Records audit	Our actual costs	On demand	Payable only if we audit you because you have failed to submit required reports or other non-compliance, or the audit concludes that you under-reported adjusted gross sales by 5% or more.
Costs and Attorneys' Fees	Will vary under circumstances	Immediately after notice from us.	You only pay this amount if we are successful in any legal action we bring against you, or in defending any claim you bring against us.
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are sued or held liable for claims arising out of your business.
Relocation Fee	\$2,000	Upon request to relocate	This fee covers our expenses related to reviewing your proposed new location and amending your franchise agreement
Prevailing party's legal costs	The amount of these fees and costs are unknown and may vary depending upon factors such as the attorneys and experts selected and the court costs.	As incurred	Payable only if you do not comply with the Franchise Agreement and we are the prevailing party in any relevant litigation or arbitration.

1. **“Gross Sales”** means all revenue generated from operating the Facility (whether or not in compliance with this Agreement), whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, including any revenue derived from the sublease of any portion of the Premises and any sponsorship revenue received by or allocated to the Facility. Gross Sales shall exclude only: (1) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (2) the amount of any documented refunds; and (3) the amount of any credits and discounts approved by Franchisor that Franchisee in good faith gives to customers and employees. Gift certificate, gift card or similar program payments shall be included in



Gross Sales at the time of redemption. Gross Sales shall also include all insurance proceeds Franchisee receives to replace revenue lost from the interruption of the Facility's operations due to a casualty or similar event.

ITEM 7. ESTIMATED INITIAL INVESTMENT

Franchise Agreement

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$49,500	Lump Sum	When you sign your Franchise Agreement	Us
Travel and Living Expenses While Training	\$0 to \$2,500	As Incurred	Before, during, and after training	Vendors (e.g. travel, hotel, restaurants, etc.)
Real Estate and Improvements	\$160,000 to \$410,000	As Incurred	As Incurred	Third Parties (e.g. general contractors)
Simulator Equipment	\$50,250 to \$188,000	Lump Sum	Before opening	Vendors
Equipment Install	\$0 to \$30,000	As Incurred	Before Opening	Vendors
Internet and Utilities	\$500 to \$800	As Incurred	Before Opening	Vendors
Onsite Technology	\$6,750 to \$13,500	Lump Sum	Before opening	Vendors
Camera & Monitoring System	\$400 to \$1,000	Lump Sum	Before opening	Vendors
Access Control	\$1,050 to \$3,000	Lump Sum	Before opening	Vendors
Interior Signs	\$1,900 to \$6,800	As Incurred	Before opening	Vendors
Exterior Signs	\$4,000 to \$10,250	As Incurred	Before opening	Vendors
Vending	\$0 to \$5,700	As Incurred	Before opening	Vendors
Grand Opening Advertising	\$20,000 to \$25,000	As Incurred	30 days before opening and 180 days after opening. During the first 180 days after opening,	Vendors
Insurance	\$2,400 to \$4,800	As Incurred	Before Opening	Vendors
Supplies and Furniture	\$3,200 to \$5,500	As Incurred	Before Opening	Vendors

Professional Services	\$0 to \$15,000	As Incurred	Before Opening	Vendors
Rent Deposit	\$0 to \$15,000	Lump Sum	Before Opening	Landlord
Additional Funds - 3 Months	\$34,000 to \$38,000	As Incurred	As Incurred	Suppliers, Utilities, Vendors, etc.
Total Estimated Initial Investment	\$333,950 to \$824,350			

1. Generally. All fees payable to us or our affiliates are not refundable. Whether any of the other payments are refundable will depend on the arrangement between you and the supplier. We do not finance any part of your initial investment.

2. **Initial Franchise Fee.** The Initial Franchise Fee is described in greater detail in Item 5.

3. **Training and Living Expenses While Training.** You will be required to cover all costs and expenses associated with you and your personnel attending our initial training program, including the travel, food, lodging and employee salaries for the training conducted at our designated training facility in the Cincinnati, OH, or other training facility we designate. The total costs and expenses to attend our Initial Training Program will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. You and your Designated Manager (if applicable) must attend and complete the training we designate at least three (3) months prior to opening your Another Nine location.

4. **Real Estate and Improvements.** We anticipate that the average franchised Another Nine location will typically be located in commercially zoned retail areas and be between approximately 1,600 to 4,000 square feet in size. The typical size of a Another Nine location must accommodate three (3) to six (6) golf simulator suites. Your actual costs may vary considerably depending on the size of the premises you lease for the Another Nine location, the cost of financing and other local conditions, including labor, material costs, and local government requirements. These costs do not factor in any tenant improvement allowance (TIA) you may negotiate in your lease agreement. We have seen TIA range from \$10 per square foot to \$82 per square foot. TIA may reduce your total Real Estate and Improvements costs. Local governments and agencies typically charge you fees for such things as construction permits and operating licenses. Costs may vary based on the requirements of local government agencies. These costs are typically not refundable.

5. **Access Control.** You must use access control software for the Facility. You will pay us a monthly Access Control Fee of \$10 per door in the Facility, including but not limited to main entry doors, suite doors, and locker doors. For example, if the Facility has 6 doors total, consisting of 1 main entry door, 3 suite doors, and 2 locker doors, the monthly Access Control Fee would be \$60.

6. **Simulator Equipment.** You must purchase a minimum of three (3) golf simulator systems for the operation of your Another Nine location from the supplier we designate. The estimate range disclosed above assumes that you will elect to purchase and install between three (3) and six (6) golf simulators in your Another Nine location. The low end of the estimate range reflects the cost of three (3) simulator systems with financing, where 25% of the total equipment cost is paid upfront and the remaining 75% is financed and reflected in the Additional Funds line item. The high end of the estimate range includes the full purchase price of six (6) simulator systems paid upfront without financing, with no additional ongoing equipment payments in the Additional Funds line item. If you elect to provide additional simulator suites at the premises of your Another Nine location, each additional simulator system costs approximately \$20,000 to \$40,000, pending financing options. We do not provide financing for the purchase of the golf simulator systems (or financing of any kind), but we may designate approved suppliers for such financing in the future.

7. **Insurance.** You must, at your own expense, keep in force insurance policies for your Another Nine location. You may be required to prepay a portion of the first year's premiums for insurance. See Item 8 for a detailed description of our current insurance requirements. Your individual insurance carrier and state may require you to obtain additional insurance coverage.

8. **Rent Deposit.** Your monthly rent expense may vary from our estimate based on numerous factors such as the location of the Premises, the square footage of the Premises, the visibility of the Premises, access to major streets, the age and type of structure in which the Premises are located, any lease arrangements negotiated with your landlord, real estate taxes, common area maintenance charges and the like. The cost per square foot of commercial space varies considerably depending upon market conditions and the factors described above. Lease costs vary based upon required maintenance costs and other lease variables. It is difficult to estimate real estate costs. We are not real estate professionals, and we encourage you to consult one locally. You will need a minimum of 1,600 to 2,500 square feet of commercial space in which to operate your Another Nine location. These costs may not be refundable, but your security deposit may be refundable under certain circumstances.

9. **Additional Funds.** We recommend that you have a minimum amount of working capital available to cover certain expenses incurred before you open and in your first three (3) months of operation, including operating expenses, employee salaries, and approximately \$17,000 for the first quarterly payment to the simulator equipment vendor if you choose to finance 3 to 6 simulator suites through our approved vendor. We relied on our management team’s experience in operating our affiliates’ existing location in Cincinnati, OH in developing these figures. You must be prepared to reorder inventory and supplies as necessary and to cover the costs of operations. We cannot guarantee that you will not have additional expenses. We also cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically not refundable. The required funds will vary by market, how closely you follow our methods and procedures; your management skills, experience, and business acumen; the relative effectiveness of your staff; local economic conditions; competition in your market; the prevailing wage rate; your investment in marketing programs and the sales level you reach during the initial period. This estimate for “Additional Funds” does not include any of your personal living expenses and does not include any fees associated with debt services. We recommend that you review all figures in this Item 7 carefully with a business advisor before you decide to purchase the franchise.

Area Development Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee ²	\$90,000 to \$180,000	Lump Sum	Upon Signing the Area Development Agreement	Us
Initial Investment to Open Initial Another Nine Business	\$284,450 to \$774,850	See Chart A of this Item 7		
TOTAL	\$374,450 to \$954,850			

In general, all fees and payments are non-refundable, unless otherwise stated or permitted by the payee. We do not finance any portion of your initial investment.

1. This chart details the estimated initial investment associated with executing an Area Development Agreement for the right to own and operate 2 to 5 Another Nine locations, as well as the initial investment to open your first Another Nine location under your Development Schedule.

2. **Development Fee.** The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to open and operate between 2 and 5 Another Nine locations.

3. **Initial Investment to Open Initial Another Nine locations.** This figure represents the total estimated initial investment required to open the initial Another Nine location you agreed to open and operate under the Area Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Another Nine location you open under your Area



Development Agreement. The range includes all the items outlined in the first table of this Item 7, except for the Initial Franchise Fee because it is accounted for in the Development Fee. It does not include any of the costs you will incur in opening any additional Another Nine locations that you are granted the right to open and operate under your Area Development Agreement.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS OR SERVICES

Required Purchases. You must offer and sell only those products and services that we have specifically approved in writing. All Operating Assets (including equipment, Computer System, furnishings, fixtures, signs, billing and processing services, software support, security and monitoring services, supplies, and inventory) you purchase for use in your business must meet our specifications and standards for appearance, function and performance. Those specifications may include minimum standards for delivery, performance, design, appearance, and quality. We will review the specifications with you before you begin operating. We may include these specifications in the manual that we loan to you, or we may issue them separately. We may also review them together with you. You must conduct a pre-sales opening advertising program for your Franchised Business on the dates we designate, and in compliance with all of our requirements. You must use only the media, materials, programs and strategies we develop or approve for your pre-sales opening advertising program. You must obtain our prior approval for any advertising materials you prepare, and prior to establishing any website, web page, social media, and/or social networking site, profile, or account, relating to or making reference to us, your Another Nine location, or to the Another Nine name or systems in general. Depending on your location, you may be required to obtain a bond for the sales of memberships prior to opening.

You can expect that the costs of your purchases from designated or approved sources, or according to our standards and specifications, will represent approximately 80% to 90% of your total initial investment to begin operations. Once you begin operating, we expect these purchases will represent approximately 30% to 60% of your total ongoing operating expenses.

You must purchase from our designated or approved suppliers: (i) certain inventory, including apparel and initial operational inventory; (ii) architecture, design, and construction management services; (iii) all required software, including golf simulator systems and their associated software licenses; and (iv) marketing services. We and our affiliates may become approved suppliers of these and other items. We may at any time require that you purchase any products or services only from certain approved suppliers, and we may designate a single supplier for any product or service, which may be us or an affiliate. We may provide a list of approved suppliers in the Operations Manual or otherwise in writing.

We or our affiliates may negotiate purchase arrangements with designated and approved suppliers, including prices and terms, which may provide favorable pricing to our franchisees. These arrangements may provide payments or other material consideration to us or our affiliates based on franchisee purchases, including rebates and mark-ups on purchases you make from us or our affiliates. As of the issuance date of this disclosure document, we have not received any rebates. We reserve the right to collect (or have our affiliates collect) fees and expenses associated with products and services provided by designated vendors, and may initiate withdrawals from your bank account for costs we pay vendors on your behalf. Unless provided in the agreement with the approved supplier, neither we nor our affiliates will be obligated to spend funds received from approved suppliers for any particular purpose. A list of current supplier arrangements will be available to you from us at any time after you sign your Franchise Agreement. Generally, we do not require you to purchase goods or services from preferred vendors. However, if not already operated by us on your behalf, we do require you to obtain all billing and payment processing services from a preferred vendor.



If you want to purchase or use any Operating Assets that we have not previously approved in writing, you must (i) notify us in writing and submit sufficient specifications, photographs, drawings and other information or samples for us to determine whether the proposed Operating Assets comply with our specifications and standards, and (ii) pay to us a supplier/product evaluation fee of \$1,500. All suppliers must meet our approved supplier criteria. We develop the specifications and standards but will not issue to you or to our approved suppliers (except as we deem necessary for production) the specifications and standards for proprietary Operating Assets. We will communicate the approved Operating Assets to you in the Operations Manual and otherwise in writing. We will notify you of our decision regarding supplier approval requests within 30 days of receiving all required information and samples. Our failure to respond within 30 days shall not constitute automatic approval of the supplier. We may from time to time request a comprehensive list of all suppliers that you have engaged with, including your pricing information and payment terms. We may also require your potential suppliers to sign a supplier agreement with us before providing you with goods or services.

During our fiscal year ended December 31, 2024, neither we nor our affiliate(s) derived any revenue from approved vendors for required purchases or leases by franchisees. We and our affiliates reserve the right to receive and retain rebates, payments, and other consideration from approved vendors in the future.

Except as disclosed above, we and our affiliates do not currently provide any material benefits to franchisees based on their use of designated or approved suppliers.

None of our officers owns an interest in any approved supplier.

Insurance Requirements. You must maintain the minimum insurance coverage required by applicable law or required by us for your Franchised Business. You will purchase all insurance policies at your own expense. Our current requirements include:

(a) "All Risk Property Insurance", on a full replacement cost basis, covering improvements and betterments; furniture and fixtures; personal property/contents; direct and contingent business interruption; loss of income/extra expense; Signs coverage; Rents and other fees due and payable to the landlord, merchant's association, etc.; Royalty Fees due and payable to Another Nine hereunder for a period of at least six (6) months. Equivalent "All Risk" property insurance forms may be used if coverage is at least as broad;

(b) Comprehensive General Liability (CGL) insurance on Standard 1993 or later ISO Form at limits of \$1,000,000 per occurrence/\$2,000,000 aggregate (if you operate more than one Another Nine facility, then the aggregate limit shall apply for each such location) subject to no deductible and no contractual limitation other than those found in a Standard Commercial General Liability Coverage Form. Equivalent forms of CGL Insurance may be used if coverage is at least as broad;

(c) Statutory Workers' Compensation insurance to statutory limits and Employer's Liability insurance with minimum limits of at least \$1,000,000 including such other disability benefits type insurance as may be required by statute or rule of the state in which the Facility is located;

(d) Commercial Umbrella Liability insurance with limits which bring the total of all primary underlying coverages (CGL, Employer's Liability and Liquor Legal Liability) to a minimum of \$1,000,000 total limit of liability. Such umbrella liability insurance shall provide, at a minimum, those coverages and endorsements required in the underlying policies and shall follow the form of such underlying policies; and

(e) A Privacy Network Security and Cyber Liability Insurance Policy (either combined or in separate policies), with limits of at least \$2,000,000 per claim or occurrence and in the aggregate, providing coverage for (i) liability and defense costs arising out of the failure to protect any Personal Data in your care, custody or control or arising out of the failure to protect the security of any computer or other electronic network; (ii) defense costs, fines, penalties, and consumer redress awards in connection with privacy-related regulatory actions; and (iii) the direct costs of responding to a breach of Personal Data, including, but not limited to, investigation, legal notification, call center, credit and/or identity monitoring and public relations costs.

You must name us and our designated affiliates and our and their respective principals, officers, directors, managers, owners, employees, agents, representatives and independent contractors as additional insureds for all liability coverage policies, unless otherwise specified in the Manual or otherwise in writing. All policies must be obtained from a carrier rated A-VII or higher by A.M. Best. We may require any or all policies to include a waiver of subrogation in favor of us, our affiliate(s), or our designees. You must provide us with a certificate of insurance and 30 days prior written notice of material changes to or cancellation of any required insurance coverage.

ITEM 9. FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement (“FA”): § 4 Area Development Agreement (“ADA”): § 1	Items 11 and 12
b. Pre-opening purchases/leases	FA: §§ 4 and 5 ADA: Not Applicable	Item 11
c. Site development and other pre-opening requirements	FA: §§ 4, 5, and 8 ADA: § 3	Item 11
d. Initial and ongoing training	FA: § 8 ADA: Not Applicable	Item 11
e. Opening	FA: § 4 ADA: § 3.2	Item 11
f. Fees	FA: § 17 and 18 ADA: § 2	Item 6
g. Compliance with standards and policies/operating manual	FA: §§ 4 and 13 ADA: §7.15	Items 9 and 11
h. Trademarks and proprietary	FA: §§ 14 and 16	Items 13 and 14

information	ADA: Not Applicable	
i. Restrictions on products/services offered	FA: § 19 ADA: Not Applicable	Item 16
j. Warranty and customer service requirements	FA: § 9 ADA: Not Applicable	Item 9
k. Territorial development and sales quotas	FA: Not Applicable ADA: § 4	Not Applicable
l. Ongoing product/service purchases	FA: Not Applicable ADA: Not Applicable	Not Applicable
m. Maintenance, appearance, and remodeling requirements	FA: § 7 ADA: Not Applicable	Items 8 and 11
n. Insurance	FA: § 15 ADA: Not Applicable	Items 6 and 7
o. Advertising	FA: § 11 ADA: Not Applicable	Item 11
p. Indemnification	FA: § 26 ADA: § 14.3	Item 6
q. Owner's participation/management/staffing	FA: § 9 ADA: Not Applicable	Item 15
r. Records and reports	FA: § 12 ADA: Not Applicable	Item 9
s. Inspections and audits	FA: § 20 ADA: Not Applicable	Item 9
t. Transfer	FA: § 24 ADA: § 11	Items 17
u. Renewal	FA: § 3 ADA: § 5	Item 17
v. Post-termination obligations	FA: § 22 ADA: § 4.3	Item 17
w. Non-competition covenants	FA: § 23 ADA: § 12	Item 17
x. Dispute resolution	FA: § 25 ADA: § 19	Item 17



ITEM 10. FINANCING

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

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Before you open your franchised business, we will:

1. Designate your territory (Franchise Agreement - Section 4)
2. Provide you with consulting services to assist you in determining the evaluation criteria for selecting the site location for your business (Franchising Agreement - Section 10)
3. Review and approve your lease (Franchise Agreement – Section 4)
4. Grant you access to our confidential operations manual that contains mandatory and suggested specifications, standards, and procedures, which we may modify from time to time in our sole discretion. We may provide this to you through secure electronic access credentials (Franchise Agreement - Section 14). The manual currently contains approximately 250 pages.
5. Provide you with a prototype floorplan, as well as a list of equipment, displays, fixtures, and furnishings for setting up or remodeling your business (Franchise Agreement - Section 7). Although we provide you with this information, we do not conform our prototype plans to your space, or obtain any required permits or drawings for you, or conform to the premises to local ordinance or building codes, and we do not construct, remodel, or decorate your premises.
6. Provide, at our expense, an initial training program to educate and acquaint your management team with the business of operating an Another Nine location (Franchise Agreement - Section 8). You are required to attend this training program at least 30 days before you open your Another Nine facility and complete the training to our satisfaction. If you purchase an existing Another Nine franchise location, you are required to attend training within 30 days following your purchase of the location. If you convert an existing business to an Another Nine facility, you must attend training within 30 days after you sign the Franchise Agreement.
7. We may provide assistance and guidance in establishing prices for products and services, including suggested minimum and maximum prices (subject to restrictions imposed under applicable law). (Franchise Agreement – Section 20).

Franchisor's Pre-opening Obligations under the Area Development Agreement

Our obligations regarding site selection assistance, training, computer hardware and software selections, and advertising for additional Locations developed under an Area Development Agreement will be governed by the form of single-unit franchise agreement you sign for each additional Location.

The following represents a summary of our initial training program, as of January 1, 2025:

TRAINING PROGRAM

Subject (Note 1)	Hours of Classroom Training	Hours of On-the-Job Training (Note 2)	Location
Another Nine Overview	1.5	0	Cincinnati, OH
Facility Operations	0	1.5	Cincinnati, OH
General Marketing	2	0	Cincinnati, OH
Revenue Opportunities	1	0	Cincinnati, OH
Customer Support	1	0	Cincinnati, OH
Payments, Billing, Processing	1.5	0	Cincinnati, OH
Total	7	1.5	

Notes:

- (1) If you have more than one Franchise Agreement with us, we may, at our discretion, provide this training one time for multiple agreements. Or we may, at our discretion, opt to conduct the training virtually.
- (2) While all of the initial training program will be ‘classroom training’, we may conduct this training on-location.

The initial training program will be provided by our Chief Executive Officer Ethan Grob and Chief Operations Officer Brett Jewell, who have operated our Cincinnati, OH location since 2024. The instructional materials will include our Operations Manual and other materials, and training will consist of lectures, discussions, and on-the-job demonstration and practice.

Both you and your designated manager, if applicable, must attend and complete the initial training program to our satisfaction at least four weeks before opening your Another Nine location. Training classes will be conducted approximately two months before the opening of your business and are typically held three to four times per year. The training will take place at our headquarters in Cincinnati, Ohio, or another franchise location we determine. There is no fee for up to two (2) people to attend the training program. Additional attendees may participate subject to our approval and space availability. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending. You must provide us with at least 10 days' notice before the scheduled start of the training for any additional attendees and provide us with a copy of a confidentiality agreement they have signed that is satisfactory to us. You will be responsible for all travel costs, lodging, meals, and any other expenses, including salaries and benefits, that you and your employees incur in attending the training program. In the event that any scheduled training is cancelled by reason of your delay in opening the Facility or for any other reason attributable to you, you shall



reimburse us for all out-of-pocket expenses we incur (including, without limitation, the travel, food, and lodging costs of our trainers) as a result of such cancellation.

During the operation of your business, we will:

- (1) Approve vendors, products, and services and regularly inform you as to new approved vendors and new preferred vendor contracts (Franchise Agreement - Section 20)
- (2) Make available additional training that we feel is necessary to familiarize you and your management team on changes and updates in the franchise system (Franchise Agreement - Section 8)
- (3) Establish and maintain an Internet website or Home Page for you, and provide a link from our Home Page to your webpage (Franchise Agreement - Section 11)
- (4) Provide templates to you for your web page (Franchise Agreement - Section 11)
- (5) Provide, via the website, a chat-based customer support solution to answer customer inquiries or support
- (6) Provide, via the website, the ability for you to accept reservations and process payments.
- (7) Arrange a mystery shopping service to visit your Another Nine location during the first 180 days you are open, and provide the results to you (Franchise Agreement - Section 21).
- (8) Maintain and administer the Another Nine Advertising and Marketing Fund (Franchise Agreement - Section 11).
- (9) Provide you with access to A9OS technology to enable you to operate your Facility remotely (Franchise Agreement – Section 9)

During the time you operate your business, there may be additional training that we require you to attend. This may take place physically or virtually and you will be notified at least 90 days prior.

Site Selection and Opening

It is your responsibility to locate and submit proposed sites for your Another Nine location for our approval. We will consult with you on proposed sites, which we will approve or disapprove based on factors such as business count, traffic count, accessibility, parking, visibility, competition, and license availability. When you have provided all necessary information for your selected site, we will typically approve or disapprove the site within 14 days. If you have not received our response within 14 days from the date you submit the complete site information package, the proposed site will be deemed denied. Before you enter into any lease, sublease, or other document for possession of the Premises, you must obtain our written approval of such documents. You will lease the Premises from a third party and must arrange for the execution of the Lease Rider in the form attached to the Franchise Agreement. We may condition our approval of your lease on the length of the initial term that your landlord is willing to provide. An Another Nine location should have at least 1,600 square feet of space. Our approval of a site or possession documents is not a guarantee of the success or profitability of the site.

The typical time from signing the Franchise Agreement to opening your Another Nine location is six (6) to twelve (12) months. Factors that may affect this timeline include obtaining a satisfactory site,



financing arrangements, lease negotiations, local ordinances, licenses, permit and design approvals, delivery and installation of equipment, renovation of the Premises in accordance with our standards, and you (or your Designated Representative) and your Designated Manager completing training to our satisfaction. If you do not locate, obtain our approval, and execute a lease agreement for an acceptable site within 120 days of signing the Franchise Agreement, or if you do not obtain our written approval of the possession documents within 120 days of signing the Franchise Agreement, we may terminate your Franchise Agreement without refunding any amounts previously paid. Additionally, we may terminate your Franchise Agreement if you fail to commence operating your Business within twelve (12) months after signing the Franchise Agreement.

Advertising

You agree in your Franchise Agreement to contribute 1% of your monthly Gross sales to the Another Nine Marketing Fund ("Marketing Fund"). We reserve the right to temporarily lower, suspend, or rebate the Marketing Fund fee at any time, upon prior written notice to you and to our other franchisees. We require all our franchisees to contribute to this fund.

We will administer the Marketing Fund and direct all regional and national advertising programs with sole discretion over the creative ideas, materials, endorsements, placement, and allocation of overhead expenses. We may use the Marketing Fund fee to maintain, administer, direct, prepare, and review national, regional, or local advertising materials and programs as we, in our sole discretion, deem proper. We are under no obligation to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchisee benefits directly or proportionately from the development or placement of advertising. Each of our company-owned and affiliate-owned Another Nine operations will contribute to the Marketing Fund at the same percentage required of our franchisees. We require that most advertising materials note that franchises are available, but we do not intend to use marketing fees or assessments we collect from our franchisees for advertising that is principally to solicit the sale of new franchises.

We have sole discretion over all Marketing Fund expenditures and are not obligated to expend all or any part of the Marketing fees we receive during any specific period. We have no obligation to conduct any advertising on your behalf.

Any Marketing Fund fees not used in the fiscal year in which they were contributed will be applied and used for advertising expenses in the following year.

In our last fiscal year ended December 31, 2024, no Marketing Fund fees were required, made, or expended. We may use Marketing Fund fees for reasonable administrative costs and overhead that we incur in activities related to the administration and direction of the Marketing Fund. You may obtain an accounting of the Marketing Fund collection and expenditure activities upon written request. The Marketing Fund is not audited.

Grand Opening

You must conduct a grand opening advertising and promotional program for your facility within 120 days after you open your facility. You may develop additional advertising materials for your use at your own cost. Before you begin using those materials, you must submit them to us for our approval and you must obtain our approval before establishing, or having established, certain websites, profiles, or accounts relating to us, your business or to the Another Nine name. We may also provide you with advertising materials or offer them to you at an additional cost. You are ultimately responsible for ensuring that your advertising complies with all applicable laws before using them.

Local Marketing



You must spend a minimum of the greater of 1% of your Gross Sales, or \$750, each month on local advertising, and must provide, on our request, such evidence as we may request confirming such expenditure. We may increase your local advertising requirement up to a maximum of 3% of Gross Sales upon 60 days' written notice to you.

Web Sites and Social Media

We maintain exclusive control over all digital presence of the System. This includes the right to establish, maintain, modify or discontinue all internet, website, and electronic commerce activities, as well as social media presence on platforms such as Facebook, Instagram, Snapchat, TikTok, LinkedIn, X, and any similar platforms that may emerge.

As part of our digital presence, we may establish websites accessible through one or more uniform resource locators ("URLs"). When such websites are established, your Another Nine location will receive a designated subpage for promotional purposes within our main website architecture.

Upon our provision of website presence, you shall regularly provide updated content, including copy, photographs, and news stories about your franchised Business for your designated subpage; and comply with our Manual regarding content submission, frequency, and procedures.

Our websites may (a) advertise and promote System products and services; (b) offer Business franchises for sale; and (c) facilitate electronic commerce activities as we determine appropriate.

To maintain consistency across our digital presence, you may not maintain independent websites or social media pages, establish any internet, social media, or electronic commerce presence using the Another Nine name or any confusingly similar name, or create links between our websites and any other online presence without our express written consent.

We retain exclusive ownership of all intellectual property associated with our digital presence, including all copyrights to materials appearing on Another Nine websites (even when content is provided by you) and all URLs and other digital identifiers associated with System websites.

We may establish an intranet system for operational communications, including but not limited to distribution of materials, email exchanges, discussion forums, and system-wide communications.

Local Advertising Cooperative

We reserve the right to establish and require you to participate in a local advertising cooperative if there are 2 or more Another Nine locations in a geographical area. Generally, a geographic area for a cooperative will be defined as an area in which multiple franchisees operate and which, in our determination, has some overlap in media coverage. If your Another Nine location falls within the area covered by a local advertising cooperative, you must contribute your share to the cooperative which will not exceed 2% of your Gross Sales, unless the members of the cooperative approve a higher percentage according to the bylaws adopted by the cooperative. We reserve the right to collect your contribution on behalf of the cooperative, in which case your contribution will be payable in the same manner as the Royalty. Fees remitted to the cooperative usually will be used at the discretion of the cooperative to promote the products and services provided by Another Nine locations that are members of the cooperative. We have the right to approve all of the cooperative's marketing programs, advertising materials and media selections. We will account for cooperative fees separately from our other funds. We will not use cooperative fees to solicit the sale of franchises. A cooperative will provide us with an annual financial statement, which will be reviewed by one of our officers.

We may use collection agents and bring legal proceedings to collect amounts owed to any local advertising cooperative, and may forgive, waive, settle and compromise claims by or against a



cooperative. We have no liability or obligation to you for the maintenance, direction or administration of a cooperative. Each cooperative will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. We may change, dissolve or merge any cooperative. As of the Issue Date of this Disclosure Document, we have not yet formed any advertising cooperatives. In the event we do so, we will make information about the administration of such cooperatives available to you upon your written request.

Another Nine locations that we or our affiliates own and that are located within the area covered by the local advertising cooperative may, but are not currently required to, contribute to the cooperative on the same basis on which you contribute.

Computer Systems - Computer Hardware and Software

You will need to purchase computers to operate your business. We do not specify the specific computers for you to purchase but we may recommend specific models or suppliers. You may purchase any computer as long as it meets our minimum requirements, which are based on the requirements to operate the computer 24 hours per day and handle the processing of advanced golf simulation software as well as ensuring compatibility with the launch monitors.

The computer we recommend (which meets all our requirements) is available at the current cost of approximately \$1,800 per machine. You will need one computer per golf simulator. Any upgrades or maintenance, software, or other components, are solely your responsibility. We also suggest that these PCs be rack-mounted and be centrally-located within your facility, to make it easier to secure and store them.

We may require you to upgrade or update your hardware or software during the franchise term. While we will endeavor to minimize the frequency and costs of such updates, we retain sole discretion regarding the timing and specifications of required upgrades. We have no contractual obligation to provide or pay for any hardware or software upgrades during the term of the franchise.

You may use your computers in a variety of ways but primarily, they will be used to operate the golf simulator software and connect to the launch monitor, as well as project the display to the impact screens in your suite. Additionally, you must use our designated access control software for the Facility. You will pay us a monthly Access Control Fee as specified in the Fee Schedule, which shall be no less than \$10 per door in the Facility, including but not limited to main entry doors, suite doors, locker doors, and any other secured access points. We reserve the right to adjust this fee annually based on market conditions and operational costs. You acknowledge that this fee is essential for maintaining facility security and that timely payment is required for continued access to the software system.

We may, at our sole discretion and without limitation, require you to immediately share any and all information that is available on your computer(s), networks, and systems. You hereby grant us unrestricted access to this information and agree to provide it promptly upon request, with all necessary passwords and access credentials. While we anticipate making such requests periodically as needed for system monitoring and compliance verification, we retain full authority to increase frequency as deemed necessary.. However, we expect this to be infrequent.

Computer Systems - Golf Simulator Technology

In order to be operational, each simulator suite requires the core components of the golf simulator technology. This includes the computer previously referenced, as well as an overhead projector, a hitting surface, an impact screen, a launch monitor, and a touchscreen monitor. In some cases, you may be able to procure all of these components at once from various suppliers we may recommend. This



allows you to purchase as a bundle versus buying each component individually, but we do not require one option over the other.

We do not require a specific brand or model of projector but will advise you on options and compatibility. You must ensure that the projector meets not only the minimum specifications of compatibility with the computer, but also the hours of operation.

You must have a durable hitting surface in each simulator suite. The hitting surface you purchase will be dependent on the launch monitor you select. You must ensure that the hitting surface is durable and you will also need to replace the hitting surface periodically throughout the year, based on wear and tear. We recommend that you plan to replace each surface at least quarterly but we require that you replace them twice annually.

You must have an impact screen for every golf simulator suite inside your facility. The impact screen is a projection screen specifically designed to absorb the impact of golf balls, and other materials, striking the screen at close range and high speeds. We will recommend impact screens for you to purchase but will not require a specific brand or model, so long as the screen meets the minimum standards.

A launch monitor is a core piece of technology that powers the golf simulator experience. We require that you select from one of several options for your facility. We will provide you with these options and they will be well-known brands.

We require that each of your golf simulators has a touchscreen monitor to act as the user interface. We do not require that you purchase a specific brand or model but we will provide you with options to choose from. We only require that you select a touchscreen that meets the minimum requirements for use in the facility and for compatibility with your computer.

ITEM 12. TERRITORY

When you sign a Franchise Agreement, you will receive the right to operate a single Another Nine facility at a specific location ("Franchised Business"). If you have not secured a premises ("Premises") at the time of signing the Franchise Agreement, we will designate a mutually agreed-upon non-exclusive site selection area ("Site Selection Area") within which you must secure a Premises. You must obtain our written approval of any proposed Premises before acquiring any rights to the location. You do not have the right to relocate your Franchised Business, and we have no obligation to approve any request for relocation. We consider relocation requests on a case-by-case basis, taking into account factors such as changes in demographics, profitability of your current business, or loss of your Premises due to circumstances beyond your control. You do not have the right to establish additional franchised outlets. To obtain additional franchises, you must: (1) meet our then-current criteria for new franchisees, (2) be in compliance with your Franchise Agreement at all times since opening your business, (3) demonstrate capability to operate multiple franchises successfully, (4) receive our then-current franchise disclosure document, and (5) obtain our agreement. You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises within or outside your Territory.

Once we approve your Premises, we will amend your Franchise Agreement to designate your territory ("Designated Territory"). The Designated Territory's boundaries will be defined by zip codes, streets, landmarks (both natural and man-made), county lines, or a radius around your Franchised Business, as depicted on a map attached to your Franchise Agreement. We retain sole discretion in determining the size and location of your Designated Territory, which will range from approximately one-half mile from your Franchised Business (in densely populated metropolitan areas) to as much as five (5) miles



(in small towns), based on population density, demographics, and other factors, using publicly available population information (such as U.S. Census Bureau data). Your Designated Territory may vary from other System franchisees' territories. While Designated Territories may overlap, we will not approve any proposed Premises within another System franchisee's Designated Territory. Upon receiving your Designated Territory, your rights within the Site Selection Area will terminate. You will not receive an exclusive territory and may face competition from other franchisees, outlets we own, or other channels of distribution or competitive brands that we control.

If you enter into an Area Development Agreement, you will obtain the right to own and operate a certain number of Another Nine Locations in the Development Area where you must open each Location in compliance with the Development Schedule. The size of the Development Area will depend upon the number of Locations you are obligated to open but will vary based on demographics. Provided you comply with the terms of the Area Development Agreement, and any Franchise Agreements signed for Another Nine Locations within the Development Area, we will not locate another Another Nine Location operating under the Proprietary Marks, whether franchised or company-owned, in your Development Area.

You must comply with your development obligations in the Development Schedule in order to maintain your Development Area exclusivity. In the event that you fail to meet your development obligations and the Area Development Agreement is terminated, you will retain your rights to any previously owned Another Nine Locations, including the territorial rights described in the Franchise Agreement for such Another Nine Locations, provided that the Area Development Agreement was not terminated as a result of your failure to comply with the terms of your existing Franchise Agreement(s). Your rights to any Another Nine Locations for which there is no Franchise Agreement and your exclusivity in the Development Area will terminate immediately upon termination of the Area Development Agreement. Thereafter, we will have the right to develop the Development Area on our own or through third parties.

Subject to your compliance with the Franchise Agreement, we will not open or license any third party to open a Franchised Business at a permanent physical Premises utilizing the Proprietary Marks and System within your Designated Territory. However, we and our affiliates retain the right, without compensation to you, to: (1) operate, and grant franchises or licenses to others to operate, golf simulator businesses under trademarks other than the Proprietary Marks within your Designated Territory; (2) operate, and grant franchises to others to operate, Franchised Businesses outside your Designated Territory, even if such businesses compete with your Franchised Business; and (3) operate, or license others to operate, indoor golf facilities within private establishments where access is limited to employees or transient guests. Your Site Selection Area and Designated Territory may overlap with those of other franchisees.

While you may accept customers who reside outside your Designated Territory, you must comply with any customer solicitation restrictions in the Operations Manual and the Franchise Agreement. However, you may not sell products or services outside of your Franchised Business, including through channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, without our prior written consent. All advertising, including any website, social networking, or social media presence, must be approved by us in writing before implementation.

We and our affiliates retain the right to solicit and accept orders from consumers inside your Designated Territory and to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your Designated Territory using our principal trademarks or different trademarks. We do not pay any compensation to you for soliciting or accepting orders from inside your Designated Territory. Neither we nor any of our affiliates currently operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer, although the Franchise Agreement permits us to do so.



ITEM 13. TRADEMARKS

Pursuant to the terms of the Franchise Agreement, we will grant you the non-exclusive right and license to utilize the “Another Nine” trademarks and those other marks identified in this Item 13 to operate your Another Nine Business in accordance with the System.

We reserve the right to supplement and modify the Marks that you may or may not use in connection with the operations of your Another Nine Business. You may only use the Marks in the manner authorized by us in writing and pursuant to the terms of the franchise agreement. You may not use Marks in connection with the name of your corporation, limited liability company or other corporate entity that you may establish in connection with the operations of your Another Nine Business.

We have registrations with the United States Patent and Trademark Office for the following marks:

Mark	Registration Number	Registration Date/Register	International Class.
Another Nine	7852506	July 1, 2025 Principal	41
Another Nine (logo mark)	7847370	July 1, 2025 Principal	41

We have filed all affidavits required for our principal trademarks.

There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any mark that may significantly affect our ownership or use of our principal mark.

If any administrative or judicial proceeding arises from a claim or challenge to your use of any of our marks, you must immediately notify us in writing, and we may take any such action as we deem appropriate in order to preserve and protect the ownership, identity and validity of the marks. We are only obligated to defend you from any claims arising from your use of our primary marks. If we decide to modify or discontinue the use of any mark and/or use one or more additional or substitute marks, you will be responsible for the tangible costs (such as replacing signs and materials) associated with such a change. We are not required to reimburse you for any costs you incur in relation to any change or substitution, such as the cost of changing stationery or signage, and have no obligation or liability to you as a result of any change or substitution.

You are required to immediately notify us of any use of, or claims of rights to, a mark identical to or confusingly similar to our marks. We have the right, but not the obligation, to bring any action against any third party using such a similar mark. You are required to participate in any such action we bring against a third party at your own expense. We have the right to control any such litigation or administrative proceedings, including any settlement.



ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We and/or our affiliates have copyrighted or may copyright our Manual, advertising materials, design specifications, building plans, operational and training materials, product-related marketing research, web and printed materials, forms, and other proprietary materials specifically created by us in connection with the system. While these materials have not been registered with any copyright office, we claim common law copyright protection for these materials. These materials constitute our proprietary trade secrets, protectable under common law and applicable state laws. You may use these materials only as long as you are a franchisee and only as provided in your Franchise Agreement.

There currently are no effective adverse determinations of the United States Copyright Office (Library of Congress) or any court regarding our copyrighted materials. No agreement limits our right to use or allow others to use our confidential information or copyrighted materials. We know of no infringing uses of our copyrights which could materially affect your use of the copyrighted materials in any state. We have no obligation to participate in or indemnify you for any infringement claims regarding our copyrights. You must modify or discontinue use of the subject matter covered by any copyright if directed by us at your own expense.

In operating a Another Nine business in accordance with our System, you will obtain access to our confidential information and trade secrets. This includes information contained in our Operations Manual and other materials we may provide to you. You must immediately inform us if you learn of any unauthorized use, infringement or challenge to our copyrighted materials, proprietary or confidential information, including but not limited to our Operations Manual. We will take any and all action(s) (or refrain from same) that we determine, in our sole discretion, to be appropriate. We may control any action we choose to bring. You may use these materials only in the manner we approve and only in the operation of your Another Nine facility during the term of your Franchise Agreement. You may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. Each of your equity owners must execute confidentiality covenants, and you must obtain similar covenants from each of your general and assistant managers.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are permitted to operate your Another Nine Business as an absentee owner. You acknowledge that operating as an absentee owner carries certain business risks, and while direct supervision is not required, you remain fully responsible for ensuring compliance with all system standards and operational requirements. If you are a business entity (corporation, partnership, or limited liability company), you must designate one person who owns at least 20% of your equity interests as your "Designated Principal." The Designated Principal must have authority to bind you to obligations relating to the Franchise Agreement.

Your Another Nine Business must be operated by a fully trained manager or assistant manager selected by you and approved by us, who shall have full operational authority to ensure compliance with our system standards. We do not require that the Designated Principal or other persons who directly or indirectly own an ownership interest in your business entity provide direct supervision. Each manager must successfully complete those portions of our initial training program required for their positions in



their entirety, as detailed in Items 6 and 11 of this Disclosure Document. Managers shall attend and complete special programs or periodic additional training as we may require in writing upon at least 60 days' prior notice, and you shall be responsible for ensuring your managers' compliance with all training requirements and implementation of learned procedures.

You and personnel involved in your business must not disclose or use our confidential information except to operate your Another Nine location. We have the right to require you to obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your owners, managers, and any other employees or agents who have received or will have access to our training or confidential information. All required covenants must be in substantially the form attached to this Disclosure Document. Your managers must execute our then-current form of Confidentiality Agreement but are not required to execute a Noncompetition Agreement.

If you are a business entity, each owner who is active in your Another Nine Business at any time during the Term and any owner with a beneficial ownership interest of 10% or more must personally guarantee, jointly and severally, your obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, including both monetary obligations and obligations to take or refrain from taking specific actions. The form of Personal Guaranty is attached to the Franchise Agreement. Spouses of all owners are required to execute a Personal Guaranty.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer the products, services, and Memberships that we authorize for your Another Nine Business and may not offer or sell any unauthorized products, services, or Memberships. You must offer all products, services, and Memberships that we designate as required for your Another Nine Business. All Memberships must be evidenced by our approved Membership Agreement form, which you may only modify to comply with applicable state laws and with prompt written notice to us. You must comply with our System Standards regarding Memberships, including but not limited to membership types, terms, transfer procedures, payment terms, and reciprocity programs. We may provide suggested or recommended prices for services, products, and Memberships that your Another Nine Business offers. You are free to set your own prices, though we retain the right to establish maximum and minimum prices, including for Memberships, to protect the brand's value proposition and maintain quality standards. We may also establish mandatory System Standards regarding membership pricing, payment terms, group accounts, and discounts. You must comply with all of our mandatory standards and specifications and must not deviate from these without our prior written consent. We may periodically change the required and/or authorized products and services, and there are no limits on our right to do so. You must promptly implement these changes and discontinue selling any products or services that we disapprove in writing. You must use your Another Nine Business premises solely for the operation of an Another Nine Business and for no other purpose. You may not offer for sale or sell products or services related to the Another Nine Business through alternative channels of distribution, including but not limited to the Internet, without our prior written authorization. Additional information regarding your specific obligations and limitations can be found in Items 8, 9, 12, and 16, as well as the Manual. You acknowledge that we own all Membership Information, which is part of our Confidential Information. We retain the right to contact members, implement reciprocity programs between locations, and require you to accept and honor transferred memberships. There are no other limitations imposed by us on the persons to whom you may provide goods and services, except those imposed by the nature of the system itself and our membership policies.

ITEM 17.
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE
 RESOLUTION**

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

FRANCHISE AGREEMENT		
Provision	Section in Franchise or Other Agreements	Summary
a. Length of the franchise term	Section 3	Initial term is 10 years from the date the Another Nine location opens
b. Renewal or extension of the term	Section 3	If you are in good standing, you can renew your franchise for an additional 10 year period.
c. Requirements for you to renew or extend	Section 3	Give written notice; sign new franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement); update (or move) your location to comply with then current standards; sign general release; pay renewal fee; show that you have the right to remain in possession of the location for the renewal term; any staff completes any required refreshing training.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by us without cause	Section 22	If you and we are unable to agree on a site within 4 months after you sign the Franchise Agreement, we have the right to terminate this Franchise Agreement.
f. Termination by us with cause	Sections 4 and 22	If you do not open in 9 months (subject to an extension as described in Item 5) or are in default under the Franchise Agreement or any other agreement you have with us or with any of our affiliates.
g. "Cause" defined-curable defaults	Section 22	Most defaults are curable and you will have 30 days to cure.
h. "Cause" defined-non-curable defaults	Section 22	You become insolvent or make a general assignment for the benefit of credits; you file a petition in bankruptcy or such a petition is filed against you and not dismissed within 30 days; you are adjudicated bankrupt or insolvent; a bill

		in equity or other proceeding for the appointment of a receiver for you or another custodian for your business or assets is filed and consented to by you; if a receiver or other custodian of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against Franchisee; if a final judgement remains unsatisfied or of record for 30 days or longer; if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Facility premises or equipment is instituted against you and not dismissed within 30 days; and if the real or personal property
i. Your obligations on termination/ non-renewal	Section 3	Stop operating the business, stop using our names and marks, return information to us, assign to us or cancel certain registrations, listings, telephone numbers, websites, and domain names, and pay all amounts you owe us.
j. Assignment of contract by us	Section 25	No restriction on our right to assign
k. “Transfer” by you-defined	Section 25	Includes transfer of contract or business, or transfer of majority control of the Franchise Agreement or of the business.
l. Our approval of transfer by you	Section 25	We have the right to approve all transfers, but will not withhold our consent if all the requirements for the transfer are met.
m. Conditions for our approval of transfer	Section 25	Transferee must meet our requirements and sign a new franchise agreement on our then current form for the remaining term of your agreement. (The new agreement may provide for different fees or territory than in your agreement). You must also pay a transfer fee and sign a release (subject to state law).
n. Our right of first refusal to acquire your business	Section 25	We have the right to match any offer for your business.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 25	Your heirs can assume your rights, but if they do, they must meet the transfer requirements.

q. Non-competition covenants during the term of the franchise	Section 25	No involvement in any indoor golf facility (including as creditor or landlord), wherever located. However, before you open your first Another Nine location, you may be employed by another indoor golf-related business if you and your immediate family do not have any ownership interest in the business.
r. Non-competition covenants after the franchise is terminated or expires.	Section 25	No involvement in any indoor golf facility (including as creditor or landlord) for two years in your Protected Territory or within a 10-mile radius of any Another Nine location.
s. Modification of the agreement	Sections 28 and 33	No modifications without consent by all parties, but our manuals are subject to change.
t. Integration / merger clause	Section 28	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises or representations (other than representations in this Disclosure Document) may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 26	Except for certain disputes, all disputes must be mediated, and if not settled by mediation, are then subject to arbitration.
v. Choice of forum	Section 26	Arbitration will be in Cincinnati, Ohio. Any litigation must be brought in the United States District Court for the Southern District of Ohio or the Hamilton County District Court, Ohio, except as provided in state-specific addendum.
w. Choice of law	Section 26	Subject to state law, Ohio law generally applies.

AREA DEVELOPMENT AGREEMENT		
Provision	Article in Area Development Agreement	Summary
a. Length of the franchise term	6	Length of Development Schedule.
b. Renewal or extension of the term	5	After all outlets have been developed, the Development Agreement will expire, and we may negotiate in good faith another Area Development Agreement.
c. Requirements for franchisee to renew or extend	Not applicable.	Not applicable.

AREA DEVELOPMENT AGREEMENT		
Provision	Article in Area Development Agreement	Summary
d. Termination by franchisee	Not applicable.	The Agreement does not provide for this, but you may seek to terminate on any grounds available to you at law.
e. Termination by franchisor without cause	Not applicable.	Not applicable.
f. Termination by franchisor with cause	9	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement, or any other agreement with us, if you commit any one of several listed violations.
g. “Cause” defined – curable defaults	9.2	If you use the Marks or System without our consent; participating in a Competitive Business; failure to pay money to us when due; you begin developing an outlet before all of your pre-development obligations are met; failure to obtain our consent when required; you open any outlet before a Franchise Agreement for that outlet has been signed by us and all fees have been paid.
h. “Cause” defined – non-curable defaults	9.1	Failure to meet your development schedule; failure to comply with applicable laws; if all of your outlets stop operating; unauthorized transfer; you make a material misrepresentation to us; conviction by you or your owners of an indictable offense; bankruptcy or insolvency; if a Franchise Agreement with us is terminated according to its terms (this is a cross-default provision).
i. Franchisee’s obligations on termination/non-renewal	10	You must stop selecting sites for outlets, and you may not open any more outlets.
j. Assignment of contract by franchisor	11.1	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	11.2	Includes transfer of any interest in the Area Development Agreement.
l. Franchisor approval of transfer by franchisee	11.2	You may not transfer the Area Development Agreement or any rights to the Development Territory without our prior written consent.
m. Conditions for franchisor approval of transfer	11.2	You may not transfer the area Development Agreement or any rights to the Development Territory.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not applicable.	Not applicable.
o. Franchisor’s option to purchase franchisee’s business	Not applicable.	Not applicable.

AREA DEVELOPMENT AGREEMENT		
Provision	Article in Area Development Agreement	Summary
p. Death or disability of franchisee	Not applicable.	Not applicable.
q. Non-competition covenants during the term of the franchise	12.1	You are prohibited from diverting business or operating a Competitive Business anywhere, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	12.2	No competing business for 24 months within 10 miles of the former Protected Territory or of the territory of any other Another Nine Business (including after assignment) (subject to state law).
s. Modification of the Agreement	18	No modifications except by mutual agreement of the parties.
t. Integration/Merger Clause	18	Only the terms of the Area Development Agreement are binding (subject to state law).
u. Dispute resolution by arbitration or mediation	19	Except for certain claims, all disputes must be arbitrated in Cincinnati, Ohio (subject to state law). If a claim can be brought in court, both you and we agree to waive our rights to a jury trial.
v. Choice of forum	19.3	Arbitration will be in Cincinnati, Ohio. Any litigation must be brought in the United States District Court for the Southern District of Ohio or the Hamilton County District Court, Ohio, except as provided in state-specific addendum.
w. Choice of law	19.4	Subject to state law, Ohio law generally applies.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The data presented below reflects the actual performance of one (1) company-owned indoor golf facility, representing 100% of all company-owned locations operating under the franchise system for



the twelve-month period ending June 30, 2025. As of June 30, 2025, there were no franchised locations in operation. This facility, located in Cincinnati, Ohio, offers guests and members 24/7 access to private golf simulator suites for playing full rounds of golf, participating in tournament play, entertaining, and improving golf skills.

Financial Performance Data from Company-Owned Location

- Annual Gross Revenue (TTM ending 6/30/2025): \$261,168
- Number of Golf Simulator Suites: 3
- Gross Revenue per Suite (TTM ending 5/31/2025): \$87,056
- Net Operating Income: \$143,574

The financial performance data above is based solely on the historical performance of one company-owned unit that opened in March 2024 and has been in continuous operation through June 30, 2025. The location had 3 private golf simulator suites.

Total Operating Expenses (TTM ending 6/30/2025) of \$117,593 are broken down as follows:

- Commercial lease: 47%
- Marketing expenses: 18%
- Software and web services: 8%
- Utilities: 7%
- Office supplies and equipment: 6%
- Cleaning, maintenance, and repairs: 4%
- Insurance: 4%
- Professional services: 3%
- Miscellaneous expenses: 2%

“Gross Revenue” means all revenue generated from operating the Facility (whether or not in compliance with this Agreement), whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, including any revenue derived from the sublease of any portion of the Premises and any sponsorship revenue received by or allocated to the Facility. Gross Sales shall exclude only: (1) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (2) the amount of any documented refunds; and (3) the amount of any credits and discounts approved by Franchisor that Franchisee in good faith gives to customers and employees. Gift certificate, gift card or similar program payments shall be included in Gross Sales at the time of redemption. Gross Sales shall also include all insurance proceeds Franchisee receives to replace revenue lost from the interruption of the Facility's operations due to a casualty or similar event.

This representation does not include data from any franchised locations, as no franchised outlets were operational during the measured period.

Written substantiation for the financial performance representation is available upon reasonable request.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance



information or projections of your future income, you should report it to the franchisor’s management by contacting Brett Jewell, Chief Operations Officer, 727 Madison Ave, Covington, KY 41011, 513-239-7516.

**ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For years 2022 to 2024**

Outlet Type	Year	Outlets at the start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	1	+1
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	1	+1

**Table No. 2
Transfer of Outlets From Franchisees to New Owners (Other Than To Us)
For Years 2022 To 2024**

State	Year	Number of Transfers
N/A	2022	0
	2023	0
	2024	0
Total Transfers	2022	0
	2023	0
	2024	0



**Table No. 3
Status of Franchised Outlets
For Years 2022 To 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
STATE	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

**Table No. 4
Status of Company Owned Outlets
For Years 2022 To 2024**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Ohio	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1

**Table No. 5
Projected Openings as of December 31, 2025**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned or Affiliate Outlet in the Next Fiscal Year
Minnesota	0	0	2
North Carolina	0	1	0
Ohio	0	0	2
Texas	0	1	0
Total	0	2	4



Exhibit D to this Disclosure Document lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of the date of this Disclosure Document. There were no franchisees who had a Franchise Agreement terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who had 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 buyers when you leave the Franchise System.

No franchisee has signed confidentiality agreements during the last 3 fiscal years restricting its ability to speak openly about its experience with our franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Another Nine. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We are not aware of any trademark-specific franchisee organizations associated with our Franchise System.

ITEM 21. FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Federal Trade Commission Amended Franchise Rule. Attached to this Disclosure Document as Exhibit F is a copy of our audited Balance Sheet as of May 15, 2025. Our fiscal year end is December 31

ITEM 22. CONTRACTS

Exhibits A and B of this Disclosure Document contain all contracts proposed for use or in use regarding the offer of our franchises, including the following agreements:

- | | |
|-----------|----------------------------|
| Exhibit A | Franchise Agreement |
| Exhibit B | Area Development Agreement |

ITEM 23. RECEIPTS

The last two pages of this Disclosure Document are detachable documents acknowledging receipt of this Disclosure Document. Please sign both receipt pages and return one to us.



EXHIBIT A – FRANCHISE AGREEMENT

ANOTHER NINE, LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

	PAGE
1. PREAMBLE	4
2. GRANT OF FRANCHISE.....	4
3. TERM OF THIS AGREEMENT	4
4. FACILITY LOCATION.....	6
5. SPECIFICATIONS	8
6. FACILITY DEVELOPMENT	8
7. FACILITY MAINTENANCE, REPAIR AND REFURBISHING	9
8. TRAINING.....	9
9. MANAGEMENT AND OPERATION OF THE FACILITY.	10
10. OPERATING ASSISTANCE.....	15
11. ADVERTISING AND PROMOTION.....	16
12. BOOKKEEPING AND RECORDS	19
13. FINANCIAL STATEMENTS	20
14. MANUALS.....	21
15. CONFIDENTIAL INFORMATION; DATA PROTECTION AND PRIVACY LAWS.....	21
16. INSURANCE	23
17. PROPRIETARY MARKS	25
18. INITIAL FRANCHISE FEE	27
19. ROYALTY FEE	27
20. PRODUCTS AND SUPPLIES	28
21. INSPECTION	29
22. DEFAULT AND TERMINATION	30
23. FRANCHISEE’S OBLIGATIONS UPON TERMINATION, EXPIRATION OR NON-RENEWAL	33
24. COVENANTS.....	35
25. ASSIGNMENT	37
26. ENFORCEMENT.....	39
27. INDEPENDENT CONTRACTORS: INDEMNIFICATION	42
28. MISCELLANEOUS	42
29. STANDARD OF REASONABLENESS.....	44
30. LIMITED LIABILITY COMPANY/PARTNERSHIP/CORPORATION	44
31. NOTICES	45
32. RISK OF OPERATIONS	45
33. MODIFICATION OF THE SYSTEM	45
34. FRANCHISEE ACKNOWLEDGMENTS	46

EXHIBIT A - DESIGNATED AREA

EXHIBIT B – CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION
AGREEMENT

EXHIBIT C – OWNER’S GUARANTY

EXHIBIT D – CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

**ANOTHER NINE, LLC
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) by and between ANOTHER NINE, LLC, an Ohio limited liability company, with its principal place of business at 727 Madison Ave, Covington, KY 41011 (“Franchisor” or “**Another Nine**”) and [FRANCHISE ENTITY], a [STATE] [LLC/CORP.] with its principal place of business at [ADDRESS] and [PERSONS SIGNING AS INDIVIDUAL FRANCHISEES], each jointly and severally (collectively, “**Franchisee**”).

1. PREAMBLE

Another Nine owns and has developed a distinctive and proprietary system and substantial know-how in the indoor golf facility industry, including of methods, procedures, special designs, operating manuals and advertising techniques (the “**System**”) for the operation of Another Nine indoor golf facilities under the trade names, trademarks, logos, emblems and service marks now or hereafter developed, including but not limited to the mark “Another Nine” (collectively referred to as “**Proprietary Marks**”). Franchisee recognizes that the success of Another Nine and its franchisees depends in large part upon the goodwill associated with the name Another Nine which in turn depends upon the operation of the Another Nine facilities by franchisees in accordance with the highest standards of business conduct and in accordance with Another Nine’s specifications and policies, and by each franchisee giving prompt, efficient, satisfactory and courteous service to the public. In recognition of the value of participating in the System, operating Another Nine facilities and using the Proprietary Marks, Franchisee desires to acquire a franchise to operate an Another Nine facility.

2. GRANT OF FRANCHISE

Subject to the provisions of this Agreement, Another Nine hereby grants to Franchisee: (i) a non-exclusive franchise to operate one Another Nine indoor golf facility at the Location; and (ii) a non-exclusive license to utilize the Proprietary Marks solely in conjunction with the operation of said facility for a Term described in Section 3(a) at the Location specified in Section 4(a) hereof (the Another Nine facility to be operated at the Location being the “**Facility**”). Another Nine shall retain the right to: (i) own, locate, establish and/or operate, and authorize others to own, locate, establish and operate, Another Nine facilities outside the Territory; (ii) establish and operate, and authorize others to establish and operate, businesses that may offer products and services which are identical or similar to products and services offered by the Facility, under trademarks and commercial symbols that are different from the Proprietary Marks; (iii) use and authorize others to use the Proprietary Marks and the System anywhere in the world (other than to locate an Another Nine facility within the Territory), including in connection with the sale of products and services (whether or not identified by the Another Nine brand) through any channels of distribution including but not limited to retail stores, chain stores, warehouse clubs, the internet (e-commerce), electronic media, and/or any other means of distribution; (iv) acquire or be acquired by other businesses, including businesses competitive with Another Nine facilities, and if Another Nine is the acquirer, to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and (v) engage in all other activities not expressly prohibited by this Agreement. Notwithstanding the foregoing, Another Nine agrees it will not license to any other person the right to open an Another Nine facility within the Territory. This Agreement does not give Franchisee the right to grant a subfranchise.

3. TERM OF THIS AGREEMENT

(a) The term of this Agreement (the “**Term**”) shall commence as of the Effective Date and shall expire on the earlier of (i) the 10th anniversary of the date that the Facility opens to the public (the

"Opening Date") or (ii) termination in accordance with the provisions of this Agreement. Franchisee must open the Facility for business within twelve (12) months of the Effective Date unless Franchisor, in its sole discretion, grants a written extension. Failure to open within this timeframe shall constitute grounds for immediate termination of this Agreement. At the expiration of the Term, provided Another Nine is then granting franchises for Facilities, Franchisee may acquire a successor franchise to operate the Facility for one additional term of ten (10) years, *provided that*: (i) Franchisee gives Another Nine not more than twelve (12) months and not less than six (6) months written notice of Franchisee's election to acquire a successor franchise. Another Nine shall provide written notice to Franchisee, not more than ninety (90) days after receiving Franchisee's notice, of its decision whether to grant a successor franchise, including a description of any existing deficiencies that must be corrected as a condition of receiving the successor franchise; and (ii) immediately prior to the expiration of the existing Term:

(i) Franchisee and its owners are and have been in full and continuous compliance with this Agreement, all mandatory System Standards, and all other agreements with Franchisor or its affiliates (including with respect to the obligation to remodel and refurbish), both on the date Franchisee gives written notice of its election to acquire a successor franchise and on the date on which the term of the successor franchise would commence; and

(ii) Neither Franchisee, the Franchise Principals (as hereinafter defined) nor any Affiliate of either Franchisee or any Franchise Principal (as the term "**Affiliate**" is defined in the Confidentiality, Non-Solicitation and Non-Competition Agreement executed by Franchisee and Another Nine concurrently with this Agreement, the form of which is attached to this Agreement as **Exhibit B**) are in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee (or an Affiliate of Franchisee) and Another Nine (including any Affiliate of Another Nine) or between any Franchise Principal (or any Affiliate of any Franchise Principal) and Another Nine (including any Affiliate of Another Nine), or any combination of those parties, and Franchisee and the Franchise Principals shall all have substantially complied with all the terms and conditions of such agreements during the term(s) thereof;

(iii) Franchisee and its owners must, prior to expiration of the Term, sign the franchise agreement Another Nine then uses to grant franchises for Facilities (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement, and sign general releases, in a form prescribed by Franchisor in its sole discretion, of any and all claims against Franchisor and its affiliates and their respective owners, officers, directors, employees, agents, successors, and assigns, except for any claims that cannot be released under applicable state law; and

(iv) Another Nine will waive the initial franchise fee under the new agreement, but Franchisee must pay a renewal fee equal to twenty five percent (25%) of Another Nine's then-current initial franchise fee; and

(v) Franchisee maintains possession of the Premises or, at Franchisee's option, secures substitute premises that Another Nine approves, and Franchisee develops those premises according to the mandatory System Standards then applicable for Facilities; and

(vi) Franchisee executes a general release in favor of Another Nine and its Affiliates and their officers, directors, employees, and agents in the form Another Nine requires.

(b) Franchisee agrees to continuously operate the Facility at the location specified in Section 4(a) hereof, or at such other location as the parties hereto may mutually approve pursuant to Section 4 hereof, for the entire Term.

4. FACILITY LOCATION

This Agreement shall be subject to the availability of the location specified in Section 4(a) below (the “**Location**”) and of the execution by Franchisee of a lease or sublease that is acceptable to Franchisee, or a purchase agreement for the Location. Franchisee agrees to continuously operate the Facility at the Location, or at such other location as Another Nine may approve in writing, for the duration of the Term.

(a) The Facility shall be located at: [ADDRESS].

(b) Unless a Location has been designated in Section 4(a) above, Franchisee shall immediately seek to locate a suitable site within the designated general geographic area described on Exhibit “A” (the “**Territory**”). Upon Franchisee's submission of all information required by Another Nine regarding a proposed site, Another Nine shall have twenty (20) days to review and approve or deny such site. If Another Nine has not provided written approval or denial within twenty (20) days of Franchisee's complete submission of all required site information, Another Nine shall be deemed to have denied the proposed site. For clarity, Another Nine's silence or failure to respond shall not constitute approval under any circumstances. If a site for the Facility is not approved by Another Nine within one hundred twenty (120) days following the Effective Date, at the option of either Franchisee or Another Nine, this Agreement and any related agreements, if any, may be terminated by giving written notice of termination to the other party. If this Agreement is terminated pursuant to this Section 4(b), the Initial Franchise Fee specified in Section 18 hereof is non-refundable. Franchisee acknowledges and agrees that the Initial Franchise Fee constitutes payment for initial services, training, and rights granted under this Agreement and is fully earned upon payment.

(c) If for any reason Franchisee has not opened the Facility within twelve (12) months following the Effective Date, at the option of Another Nine, this Agreement and any related agreements, if any, may be terminated by giving written notice of termination to the Franchisee. If this Agreement is terminated pursuant to this Section 4(c), the Initial Franchise Fee specified in Section 18 hereof is non-refundable. Franchisee acknowledges and agrees that the Initial Franchise Fee constitutes payment for initial services, training, and rights granted under this Agreement and is fully earned upon payment.

(d) Franchisee agrees to deliver copies of the fully executed lease, sublease or purchase agreement and related documents and any subsequent amendments pertaining to the Facility to Another Nine within five (5) days of execution. Franchisee agrees not to sign any lease, sublease or related documents (or any renewal of it) that does not provide that:

(i) the lessor to contemporaneously provide Another Nine with copies of any written notice of default under the lease sent to Franchisee and which grants to Another Nine, at its option, the right (but not the obligation) to cure any default under the lease or sublease (should Franchisee fail to do so) within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

(ii) the premises be used solely for the operation of the Facility;

(iii) upon Another Nine's request, Franchisee must de-identify the Facility as a Another Nine Facility and to promptly remove all Proprietary Marks, signs, décor and other items which Another Nine reasonably request be removed as being distinctive and indicative of a Another Nine Facility and the System (or, if Franchisee fails to do the foregoing things, then the lease or sublease must permit Another Nine to have sufficient access to the interior and exterior of the premises so that Another Nine may de-identify the premises, as provided above, at Franchisee's cost);

(iv) any default under the lease or sublease which is not cured within any applicable cure period also constitutes grounds for termination of this Agreement;

(v) the term of the lease or sublease extend for a period that is at least equal to the Term, either through an initial term of that length or rights, at Franchisee's option, to renew the lease for the Term;

(vi) Another Nine will be permitted unrestricted access to the Location to inspect the Facility;

(vii) the lease or sublease cannot be modified without Another Nine's prior written approval; and

(viii) upon termination or expiration of the Franchise for any reason, Another Nine shall have the right but not the obligation to assume Franchisee's interest in the lease or sublease as tenant without incurring any liability for obligations (including but not limited to unpaid rent, taxes and other charges) accruing prior to taking possession by Another Nine.

(e) Franchisee agrees to execute and deliver to Another Nine a Conditional Assignment and Assumption of Lease in the form attached as **Exhibit D**. In the event Another Nine assumes any lease or sublease, Franchisee shall indemnify Another Nine from any and all liability for future rent and other expenses and obligations under the lease or sublease and to execute any documents required by Another Nine to assign the lease or sublease to Another Nine or its designee.

(f) Franchisee may operate the Facility only at the Location. The Franchisee must maintain the Facility and equipment to the quality standards contemplated in this Agreement. Franchisee may not open or operate from another location and may not engage in any other type of business at or from the Location.

(g) Franchisee may not change the Location or the Territory without the prior written consent of Another Nine, which consent may be granted or withheld by Another Nine in its sole and absolute discretion. Any unauthorized relocation shall constitute a material breach of this Agreement. In the event the Franchisee desires to change the Location of the Facility or the Territory, Franchisee shall submit such request in writing to Another Nine, and if Another Nine consents to such relocation, Another Nine shall amend the Agreement to reflect such change. Another Nine's consent shall be subject to Franchisee's payment to Another Nine of a relocation fee of \$2,000.00, which represents a reasonable estimate of Another Nine's administrative and legal expenses related to such relocation, plus any additional actual costs incurred by Another Nine in connection with such relocation.

(h) Franchisee acknowledges and agrees that:

(i) Another Nine's recommendation or approval of any site or territory does not constitute any representation, guarantee, warranty or assurance, express or implied, regarding the potential profitability, success, or performance of the Facility at such location. Franchisee acknowledges that site selection and business success depend on many factors beyond Another Nine's control, including Franchisee's own operational capabilities and local market conditions.

(ii) Another Nine's recommendation or approval of any site or territory indicates only that Another Nine believes that the site and territory falls within the acceptable demographic and other criteria for Locations that Another Nine has established as of the time of such recommendation or approval by Another Nine.

(iii) Application of criteria that have appeared effective with respect to other Locations or Territories may not accurately reflect the potential for all sites or territories, and, after Another Nine's approval of a site or territory, demographic and/or other factors included in or excluded from Another Nine's criteria could change to alter the potential of a site or territory.

(iv) The uncertainty and instability of such criteria are beyond Another Nine's control, and Another Nine will not be responsible for the failure of an approved Location to meet expectations as to potential revenue or operational criteria.

5. SPECIFICATIONS

Franchisee shall conform to Another Nine's specifications for the inventory, supplies, equipment, and signage (both exterior and interior signs) required for the Facility. Specifications may include minimum standards for delivery, performance, designs and appearance and local zoning, sign and other restrictions. Franchisee may purchase or lease original and replacement inventory, supplies, equipment and signs meeting such specifications from any source, but only if Franchisee notifies Another Nine prior to dealing with any such sources which have not been previously approved by Another Nine. Another Nine may then require submission of sufficient specifications, photographs, drawings and/or information and samples to determine whether such items of inventory, supplies, equipment or signs meet its specifications. Another Nine shall advise Franchisee within a reasonable time whether such items of inventory, supplies, equipment or signs meet its specifications. Another Nine, at its sole and exclusive option, may provide Franchisee with specifications and minimum standards for all or portions of the Facility's construction, design and layout, which Franchisee agrees to follow. Franchisee acknowledges that such specifications and standards shall not contain the requirements of any federal, state, or local law, code or regulation (including, without limitation, those concerning the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities).

6. FACILITY DEVELOPMENT

(a) Upon obtaining possession of the site for the Facility, Franchisee shall, at its own cost and expense:

(i) Promptly (a) obtain and submit to Another Nine for approval detailed construction plans, specifications and space plans for the Facility that comply with Another Nine's design specifications and all applicable ordinances, building codes, permit requirements, and lease requirements and restrictions; (b) obtain all required zoning changes, planning consents, building, utility, sign and business permits and licenses, insurance, and any other consents, permits, licenses and insurance necessary to lawfully open and operate the Facility; (c) construct all required improvements in compliance with construction plans and specifications approved by Another Nine; (d) decorate the Facility in compliance with plans and specifications approved by Another Nine; (e) purchase and install all required computer systems, golf simulator hardware and software systems, equipment, and other required inventory, furniture, fixtures and signs (collectively the "Operating Assets"); and (f) obtain all customary contractors' sworn statements and lien waivers; and comply with all applicable government laws, ordinances, rules, regulations and orders (including, without limitation, the ADA) relating to the operation of the Facility; and

(ii) Otherwise complete development of and have the Facility ready to open and commence the conduct of its business within a reasonable time (but not more than twelve (12) months, unless extended by Another Nine or for such shorter or longer time period as specified in the Lease, and further subject to Another Nine's termination rights set forth in Section 4(c) above), after Franchisee obtains possession of such site.

(b) Franchisee agrees that it will not open the Facility for business without the prior written approval of Another Nine, which may be in the form of a written certification as determined by Another Nine. At Another Nine's request, Franchisee shall provide written evidence establishing that it has the unencumbered funds necessary to develop the Facility and the sources of those funds, and Franchisee authorizes Another Nine to contact any funding sources directly to discuss all financial aspects of the construction or remodeling of the Facility. Franchisee must use Another Nine's designated approved supplier of construction management services (which may be Another Nine, its affiliate(s), or a third party) to supervise and provide management services for the construction and buildout of the Facility unless Another Nine, in its sole discretion, provides written approval for Franchisee to use an alternative supplier. If Another Nine approves an alternative supplier, such supplier must meet Another Nine's then-current standards and specifications, and Franchisee shall pay Another Nine a review and oversight fee equal to 50% of the standard project management fee. If Franchisee uses Another Nine's designated supplier, Franchisee shall pay such approved supplier the full project management fee as set forth in this Agreement. Franchisee shall provide Another Nine with any requested progress reports during the course of any design, construction, and remodeling work, and Another Nine and/or its designees shall be permitted to visit and inspect the Facility at any time during the design, construction, and remodeling process. Franchisee may only use Operating Assets approved by Another Nine as meeting its specifications and standards for quality, design, appearance, function, and performance, and must purchase or lease approved brands, types, or models of Operating Assets only from suppliers designated or approved by Another Nine (which may include or be limited to Another Nine or its affiliates). Another Nine's approval of any aspect of Facility development or construction shall not constitute a representation or warranty regarding compliance with any federal, state or local laws, codes or regulations, including, without limitation, the applicable provisions of the Americans with Disabilities Act ("ADA") regarding the construction, design and operation of the Facility. Franchisee acknowledges and agrees that ensuring such compliance is Franchisee's sole responsibility and obligation, and Franchisee shall indemnify and hold Another Nine harmless from any claims, losses, or liabilities arising from any non-compliance.

7. FACILITY MAINTENANCE, REPAIR AND REFURBISHING

Not more frequently than once every twelve (12) months during the Term unless sooner required by the Lease, Franchisee agrees to effect such remodeling, updating and/or refurbishing of the Facility, in addition to regular maintenance and repair from time to time, as is required by Another Nine to maintain or improve the appearance and efficient operation of the Facility and/or increase its business potential.

8. TRAINING

(a) Prior to commencement of the initial training (the "**Initial Training**"), the following events must occur:

(i) All applicants for training must be approved by Another Nine, which approval shall not be withheld without good cause;

(ii) This Agreement and any related agreements, must be executed by Franchisee and Another Nine;

(iii) Franchisee and the lessor of the Location must have executed the Lease for the Facility location, the Conditional Assignment of Lease and Consent and Agreement of Lessor attached hereto as **Exhibit D**, and Franchisee shall have provided a copy thereof to Another Nine; and

(iv) All outstanding amounts of money due and owing to Another Nine or others, in connection with the franchise must be paid.

The Initial Training Program must be completed to Another Nine's reasonable satisfaction by: (i) Franchisee (if an individual) or Franchisee's Designated Representative (if Franchisee is an entity), and (ii) Franchisee's Designated Manager, if applicable, at least thirty (30) days before the Facility begins operations. Another Nine shall have sole discretion to determine whether the Initial Training Program has been completed satisfactorily. If Another Nine determines that Franchisee (or its Designated Representative) cannot complete Initial Training Program to Another Nine's satisfaction, Another Nine may terminate this Agreement. If Another Nine determines that Franchisee's Designated Manager cannot complete Initial Training Program to Another Nine's satisfaction, Franchisee must appoint a new Designated Manager who must complete the Initial Training Program to Another Nine's satisfaction. Each manager who undergoes Initial Training shall sign and deliver to Another Nine its then current form of Confidentiality Agreement. At Franchisee's cost and expense, all trainees shall attend Another Nine's Initial Training program at such times, and at such places as specified by Another Nine. The Initial Training Program will be conducted at a training facility designated by Another Nine, which may, at Another Nine's option, be at Franchisee's Facility location. Another Nine may combine Franchisee's Initial Training Program with that of other Another Nine owners and employees. Upon completion of the Initial Training Program and before opening the Facility, if Franchisee does not request additional training, Franchisee represents that it is satisfied with the training received to operate a Another Nine location. Any requested additional training will be provided at Another Nine's option and on terms and conditions specified by Another Nine, including payment of Another Nine's then current additional training fee. Franchisee shall bear all personal expenses during the Initial Training program, including but not limited to, travel, food and lodging costs. Another Nine may, in its sole discretion, send trainer(s) to Franchisee's Facility to assist with its grand opening for a period of time that Another Nine determines necessary. Franchisee shall be responsible for all travel, living expenses, and related costs (including salary expenses) Another Nine incurs in providing such assistance. The Another Nine representative(s) shall have absolute discretion to determine the amount of time and support necessary to prepare Franchisee's staff for the grand opening.

(b) Franchisee shall implement a training program for employees of the Facility in accordance with training standards and procedures prescribed by Another Nine from time to time. Franchisee shall maintain, at all times during the Term of this Agreement, a staff of trained employees sufficient to operate the Facility in accordance with this Agreement. Franchisee agrees not to employ any person who is required to complete a training program but who fails or refuses to do so.

(c) Franchisee (or its Designated Representative), Designated Manager, and personnel shall attend and complete such additional and refresher training courses, sales meetings, operations meetings, and conventions that Another Nine may require from time to time, upon reasonable notice and at locations Another Nine designates within the continental United States, including courses and programs provided by third parties designated by Another Nine. Another Nine reserves the right to require attendance at training courses and meetings as deemed necessary to maintain operational standards and brand consistency. Franchisee (or its Designated Representative) and Designated Manager must attend annual meetings of Another Nine franchise owners at locations designated by Another Nine. If Franchisee hires a new Designated Manager during the Term, the new Designated Manager must, at Franchisee's expense, complete Another Nine's then-current Initial Training Program, and Another Nine may establish and modify training fees at its discretion. All expenses incurred in connection with attendance at any training, meetings, or conventions, including but not limited to travel, lodging, meals, wages, and registration fees, shall be borne solely by Franchisee.

9. MANAGEMENT AND OPERATION OF THE FACILITY.

(a) If Franchisee is, or at any time becomes, a business corporation, partnership, limited liability company or other legal entity ("**Business Entity**"), Franchisee agrees and represents that:

(i) Franchisee represents and warrants that it has the authority to execute, deliver and perform its obligations under this Agreement and is duly organized or formed and validly existing in good standing under the laws of the state of its incorporation or formation.

(ii) Franchisee's organizational or governing documents will recite that the issuance or transfer of any ownership interests in Franchisee is restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in Franchisee will bear a legend referring to the restrictions of this Agreement.

(iii) Franchisee represents and warrants that it has completely and accurately disclosed to Another Nine, in writing, all shareholders, members, partners or other equity holders of Franchisee, and all persons and entities that have voting rights, management rights, or control rights of any kind (together with all individuals named as a Franchisee in this Agreement, the "**Franchise Principals**").

(iv) Franchisee and the Franchise Principals agree to provide written updates as may be necessary to reflect any ownership changes and to furnish such other information about Franchisee's organization or formation as we may request (no ownership changes may be made without Another Nine's approval).

(v) The Franchise Principals must sign and deliver to Another Nine the Confidentiality, Non-Solicitation and Non-Competition Agreement. A copy of Another Nine's current Confidentiality and Non-Competition Agreement is attached as **Exhibit B**.

(vi) The Franchise Principals whom Another Nine designates and who collectively own not less than fifty-one percent (51%) of the equity and voting control of Franchisee, shall sign and deliver to us Another Nine's standard form of owner's guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between Franchisee and Another Nine (the "**Owners Guaranty**"). A copy of Another Nine's current form of Owners Guaranty is attached as **Exhibit C**.

At Another Nine's request, Franchisee will promptly furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of the Franchise Principals and any other pertinent agents of Franchisee (e.g., articles of incorporation or organization and partnership, operating or shareholder agreements, etc.).

(b) Franchisee acknowledges and agrees that Franchisee's personal participation and day-to-day involvement in the management and operation of the Facility (the "**Franchised Business**") is critical to its success and that Another Nine is granting this franchise to Franchisee on the condition that Franchisee agrees, and Franchisee therefore does agree, as follows:

(i) If Franchisee is, or at any time becomes, a Business Entity, Franchisee must designate as the "**Operating Principal**" an individual approved by Another Nine who must: (1) own and control, or have the right to own and control (subject to terms and conditions acceptable to Another Nine in its reasonable business judgment), not less than a twenty percent (20%) equity interest in Franchisee; (2) have the authority to bind any Business Entity which forms a part of the Franchisee regarding all operational decisions with respect to the Franchised Business; (3) be actively employed on a full-time basis to manage the Franchised Business's operations; and (4) have satisfactorily completed Another Nine's initial training program and any other training programs Another Nine requires from time to time.

(ii) Franchisee (or Franchisee's Operating Principal) must: (1) exert Franchisee's full-time and best efforts to the development, management and operation of the Franchised Business; and (2) not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with Franchisee's obligations under this Agreement.

(iii) At all times, Franchisee (or Franchisee's Operating Principal) must meet Another Nine's initial and ongoing training and qualifications for managers and participate personally on a daily basis in the direct operation of the Franchised Business.

If, at any time, Franchisee's Operating Principal cannot fulfill his responsibilities under this Agreement, Franchisee must appoint a replacement from among the Franchise Principals or any individually named Franchisee, subject to Another Nine's approval, to serve as the replacement Operating Principal.

(c) In order to maintain the high quality and uniform standards associated with the System and to promote and protect Another Nine's Proprietary Marks, goodwill, and reputation, Franchisee agrees:

(i) To operate the Facility exclusively as a Another Nine facility in strict conformity with the Manuals referred to in Section 14 hereof, and not to engage in any other type of business at the Location;

(ii) To equip, maintain, staff, and operate the Facility in strict accordance with the methods, procedures, and techniques as are from time to time established by Another Nine in its Manuals (as defined in Section 14 hereof) or otherwise;

(iii) To vigorously and aggressively promote the business by making use of the advertising, sales promotion and merchandising materials and programs developed and prescribed from time to time by Another Nine;

(iv) To keep the Facility open for business the minimum number of days per week and hours per day prescribed by Another Nine from time to time or as required by or subject to the lease or sublease if different from those prescribed by Another Nine;

(v) To keep and maintain the Facility and its appearance in a clean and orderly manner consistent with the operation of a quality Another Nine facility and in accordance with the directives of Another Nine which Another Nine deems necessary to protect the standards of quality and uniformity established by Another Nine for the System;

(vi) To comply at all times with federal, state, city, municipalities and other local laws, regulations, codes and ordinances (including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Facility);

(vii) To maintain at all times sufficient supplies and personnel to operate the Facility at maximum capacity and efficiency;

(viii) To make any locally required assumed name registration filings under the Another Nine trade name utilized in connection with the operation of the Facility, and any such required filings shall clearly indicate, and shall not be construed as granting Franchisee any right, title or interest in said trade name; to operate the Facility under one or more of the Proprietary Marks as determined and instructed by Another Nine, and under no other mark or name, but such usage shall not be construed as granting Franchisee any right, title or interest in such Proprietary Marks other than pursuant to the terms and conditions contained in the license granted in this Agreement; to

execute and deliver requested user applications pursuant to the requirements of the United States Patent and Trademark Office, related to the Proprietary Marks in a form and substance satisfactory to Another Nine prior to the use of any such Proprietary Marks; to use and display the Proprietary Marks prominently and in such manner as may from time to time be directed in writing by Another Nine; and not to use or display any other trade name, trademark, service mark, logo or designation;

(ix) To deal fairly and honestly with the public and with Another Nine;

(x) To conform to all standards of quality and service prescribed by Another Nine so as to sustain the good will and prestige that the Proprietary Marks enjoy with the public;

(xi) To accept customer payment by cash, credit card, debit card, gift card or other method of payment required by Another Nine;

(xii) To participate in Another Nine's promotional programs for all facilities operating under the System, as prescribed by Another Nine in the Manuals or otherwise in writing from time to time.

(d) If Franchisee shall in any way fail to maintain the standards of quality or service established by Another Nine, Another Nine shall have the right to assign to the Facility such person or persons as it deems necessary for the training of Franchisee's employees and insuring that standards of quality and service are maintained. Franchisee shall pay to Another Nine, Another Nine's actual costs for each such person so assigned to the Facility, plus travel and living expenses.

(e) Franchisee is required to purchase or lease, install, and use computer hardware and software, and point-of-sale equipment as directed by Another Nine in the Manuals or otherwise in writing. Franchisee has the sole responsibility to ensure that all equipment functions properly, maintains appropriate security measures and data backups in compliance with applicable data privacy and security laws (including but not limited to PCI-DSS standards if applicable), and Another Nine bears no liability for any failure of the hardware, software, programming interfaces, internet connectivity, security measures, or any data loss, except to the extent directly caused by Another Nine's gross negligence or willful misconduct. Franchisee must comply with all applicable data privacy and security laws. All costs related to the use, purchase, installation, and maintenance of the equipment will be borne by Franchisee, even if such costs are not fully amortizable over the Agreement's term. Additionally, Franchisee must sign any maintenance, support, license, and other agreements as required by Another Nine.

(i) Another Nine reserves the right to specify which brands, types, makes, and models of communications, computer systems, and hardware should be used by Franchisee. This includes, but is not limited to (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at the Facility; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, and other security systems (collectively, the "**Computer System**").

(ii) Another Nine will provide Franchisee with access to its proprietary A9OS technology platform ("A9OS"), which enables remote facility operations management. In addition to A9OS, Another Nine has the option to create or appoint third-party developers to create additional software programs (the "**Required Software**") that Franchisee must use along with the Computer System. Franchisee is responsible for installing the Required Software at its own expense within 30 days of Another Nine's notice. Additionally, Franchisee is responsible for installing any updates, supplements, modifications, or enhancements to the Required Software at its own expense. Another Nine or its affiliates may charge Franchisee a monthly or other fee for access to A9OS and any other proprietary software or technology that Another Nine or its affiliates license or sublicense to

Franchisee and for other maintenance and support services. Another Nine also has the option to designate the tangible media on which Franchisee records data, and the database file structure of the Computer System.

(iii) Another Nine has the right to remotely access, collect, analyze and use data and information from Franchisee's Computer System or Required Software at any time, including customer data to the extent permitted by applicable law, and Franchisee hereby consents to such access and use, as deemed necessary or desirable by Another Nine. Franchisee will establish and maintain high-speed Internet, intranet, or extranet access and functioning email address(es) as required by Another Nine in the Manuals to permit Another Nine to access, download, and retrieve electronic information from the Franchisee's computer system, including, but not limited to, information about the Facility's Gross Sales. Another Nine may also use this access to upload information, such as advertising materials, the Manuals and training tools, for use by Franchisee.

(iv) Another Nine requires Franchisee to use access control software for the Facility, as set forth in writing by Another Nine or in the Manuals. Franchisee shall pay Another Nine a monthly Access Control Fee of ten dollars (\$10.00) per door in the Facility, including but not limited to main entry doors, suite doors, and locker doors. The Access Control Fee shall be paid monthly at the same time and in the same manner as the royalty fee. For example, if the Facility has six (6) doors total, consisting of one (1) main entry door, three (3) suite doors, and two (2) locker doors, the monthly Access Control Fee would be sixty dollars (\$60.00). Another Nine reserves the right to increase the Access Control Fee upon thirty (30) days' prior written notice to Franchisee if Another Nine's actual costs for providing or maintaining the access control software increase.

(v) Another Nine requires Franchisee to use Camera Support monitoring software for the Facility as set forth in writing by Another Nine or in the Manuals. Franchisee shall pay Another Nine a monthly Camera Support Monitoring Fee of twelve dollars (\$12.00) per camera in the Facility, including but not limited to exterior cameras at entry and exit points, interior cameras inside each suite, areas with limited access, and common areas. For example, if the Facility has three (3) suites, one (1) common area, one (1) exterior door, and one (1) room designated for Franchisee access only, the monthly Camera Support Monitoring Fee would be seventy-two dollars (\$72.00). Another Nine reserves the right to increase the Camera Support Monitoring Fee upon thirty (30) days' prior written notice to Franchisee if Another Nine's actual costs for providing or maintaining the access control software increase.

(f) Memberships

(i) Franchisee shall offer and sell rights of access to the Business, referred to herein as "Memberships," as required by Another Nine, LLC from time to time. All Memberships must be evidenced by a written agreement (a "Membership Agreement") executed electronically and shall not extend beyond the expiration of this Agreement. Another Nine, LLC reserves the right to provide Franchisee with a form of Membership Agreement. Franchisee is obligated to utilize the provided form without making any modifications unless prior written consent from Another Nine, LLC is obtained. Notwithstanding the foregoing, Franchisee acknowledges responsibility for ensuring Membership Agreements comply with all applicable laws, including the laws of the state in which the Business is located. If compliance necessitates modifications, Franchisee may modify the Membership Agreements only to the extent necessary, provided immediate written notice of all such modifications is given to Another Nine, LLC. Any unauthorized modifications render the Membership Agreement void and constitute a material breach of this Agreement, entitling Another Nine, LLC to all remedies available under this Agreement, including but not limited to termination.

(ii) Another Nine, LLC may modify the types and terms of Memberships to be offered, terminate the right to offer certain types of Memberships, and/or approve or require other types of Memberships for sale. Franchisee agrees to offer Memberships in strict compliance with mandatory System Standards and the standards, policies, and procedures of Another Nine, LLC, including a minimum or maximum number of Memberships available per location. If authorized to sell Memberships, Franchisee remains responsible for ensuring compliance with all applicable laws and regulations and agrees to fully comply with them. Another Nine, LLC reserves the right to suspend, revoke, or terminate the Franchisee's right to offer Memberships at any time. Franchisee agrees to comply with all mandatory System Standards regarding Memberships as established by Another Nine, LLC, which may include regulations on: (1) types and terms of Memberships; (2) form(s) of Membership Agreement; (3) transfer terms between Clubs; (4) admission to other Clubs; (5) transfer procedures; (6) use of coupons, passes, certificates, and gift cards; (7) group accounts and discounts; (8) payment terms; and (9) participation in quality assurance and customer satisfaction programs.

(iii) Franchisee agrees, upon notice from Another Nine, LLC, to accept any Memberships assigned and, if required, to honor those Memberships under the terms of the existing Membership Agreement, accepting only the payments specified therein from the time of assignment. Franchisee acknowledges that Another Nine, LLC and its affiliates own all Membership Information, which is part of the Confidential Information licensed under this Agreement. Another Nine, LLC and its affiliates may use and disclose Membership Information for business activities, ensuring no public disclosure of specific Membership Information during the term of this Agreement unless identity and specific details are withheld. Another Nine, LLC retains the right to contact any member(s) of any Club at any time and may make necessary disclosures upon expiration or termination of this Agreement.

(iv) "Membership Information" includes member names, addresses, phone numbers, email addresses, identification numbers, birthdays, usage history, and other personal information. Another Nine, LLC may establish a reciprocity program between the Business and other Clubs, and Franchisee must comply with all standards and requirements of any such program as implemented and modified periodically by Another Nine, LLC.

10. OPERATING ASSISTANCE

(a) Another Nine shall furnish to Franchisee such operating assistance in connection with the operation of the Facility as Another Nine determines from time to time to be necessary. Operating assistance will include, but is not limited to, advice and guidance with respect to:

(i) Evaluating personnel performance;

(ii) Formulating advertising and promotional programs; and

(iii) Evaluating and testing of new developments and other improvements in the System and in the Facility.

(b) Another Nine will furnish to Franchisee the Manuals described in Section 14 hereof and other instructional and training material needed to provide guidance in the methods, procedures, and techniques for operating the Facility. Another Nine shall furnish from time to time such other manuals, business information, and literature as Another Nine determines will be helpful in improving the operation of the Facility.

(c) Another Nine shall advise Franchisee from time to time of any operating problems experienced at the Facility, which problems are disclosed in reports submitted to or during inspections made

by Another Nine. Franchisee shall correct these problems within seven (7) days, unless the problems pertain to violations of health, safety, or sanitation laws or regulations, or pose an urgent risk to public health and safety or to the System's reputation, in which case Franchisee must correct such problems within twenty-four (24) hours of notification, or immediately if required by applicable law or regulation. Another Nine reserves the right to require immediate correction of any violation that it reasonably determines poses an imminent threat to public safety or the System's reputation. Failure to timely correct such problems shall constitute a material breach of this Agreement.

(d) Except as otherwise provided herein, Another Nine shall not charge Franchisee for such operating assistance, *provided, however*, that Another Nine shall have the right to make reasonable charges for forms and other materials supplied to Franchisee and for special operating assistance made necessary in the judgment of Another Nine as a result of Franchisee's failure to comply with any provision of this Agreement, the Manuals or any specification, standard, or other operating procedure prescribed by Another Nine.

11. ADVERTISING AND PROMOTION

(a) Another Nine has established a Marketing Fund to promote the Marks, patronage of Another Nine locations, and the brand generally (the "Marketing Fund"). The Marketing Fund will be used for marketing, advertising, sales promotion and promotional materials, public and consumer relations, publicity, developing and maintaining websites and digital media, search engine optimization, social media campaigns, mobile applications, customer service support, market research, event marketing, and any other marketing or promotional programs that Another Nine deems necessary or appropriate. Franchisee must pay Another Nine a Marketing Fund contribution in an amount equal to one percent (1%) of the Gross Sales derived by, from, in, or through, the Facility, payable by the fifth (5th) day of each month on receipts of the preceding month. Another Nine may, upon sixty (60) days prior notice to Franchisee, increase the required Marketing Fund contribution up to a maximum of two percent (2%) of Franchisee's Gross Sales. The increase may be temporary or permanent, as determined by Another Nine in its sole discretion, and may be applied system-wide or to specific geographic regions based on market conditions and marketing needs.

(b) The Marketing Fund will be maintained and administered by Another Nine as follows:

(i) Another Nine will direct all marketing programs with sole discretion over the creative concepts, materials and media used in such programs, and the placement of fund allocations. The Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System generally, or for geographic regions of the System determined by Another Nine within which Franchisee's Another Nine Facility may or may not be located. Another Nine is not obligated in administering the Marketing Fund to make expenditures for the Facility which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or other marketing activities. The Marketing Fund is not a trust, escrow account, or other fiduciary arrangement. Another Nine shall manage the Marketing Fund in accordance with reasonable business judgment and good faith, but has no fiduciary obligations regarding the Marketing Fund. Another Nine shall have no liability to Franchisee with respect to the management, maintenance, direction, or administration of the Marketing Fund, except for willful misconduct, gross negligence, or failure to maintain separate accounting of Marketing Fund contributions as required by this Agreement.

(ii) All contributions to the Marketing Fund and any earnings will be used exclusively to meet any and all costs of maintaining, administering, directing and preparing marketing activities (including cost of preparing and constructing marketing campaigns in various media, marketing surveys and other public relations activities) designed to promote the Proprietary Marks and the

System; employing advertising agencies; and providing promotional brochures and other marketing materials to the Facility. All sums paid by Franchisee to the Marketing Fund will be accounted for separately from Another Nine's other funds. Another Nine will maintain separate bookkeeping accounts for Marketing Fund receipts and expenditures. The Marketing Fund contributions will not be used for Another Nine's general operating expenses, but Another Nine may reimburse itself or pay its affiliates for reasonable salaries and benefits of personnel managing the Marketing Fund, administrative costs, travel expenses related to Marketing Fund business, meeting costs, overhead relating to Marketing Fund business, market research, and other expenses reasonably related to administering or directing the Marketing Fund and its programs.

(iii) Another Nine may defer or reduce Franchisee's contributions to the Marketing Fund and, upon thirty (30) days prior written notice, reduce or suspend Franchisee's payment of Marketing Fund contributions to, and suspend operation of, the Marketing Fund for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If the Marketing Fund is terminated, Another Nine shall, in its sole discretion, either (i) distribute any remaining funds to franchisees who are in good standing, in proportion to their respective contributions during the preceding twelve (12) month period, or (ii) spend such remaining funds on marketing activities that benefit the System generally. Any distributed funds must be spent by franchisees on local marketing activities approved by Another Nine.

(iv) The Marketing Fund is maintained in one or more accounts under Another Nine's standard accounting protocol and, as such, will be included in Another Nine's annual financial statements. Another Nine will prepare an annual, unaudited statement of Marketing Fund collections and expenses and provide it to Franchisee upon reasonable written request. Another Nine may, but is not required to, have the Marketing Fund audited annually by an independent certified public accountant at the Marketing Fund's expense.

(v) Although the Marketing Fund is intended to be of indefinite duration, Another Nine maintains the right to terminate the Marketing Fund, to reduce required contributions of certain franchisees, or to suspend contributions. Another Nine is not obligated to contribute to the Marketing Fund on behalf of company-owned facilities.

(c) Franchisee agrees to actively promote its Another Nine location in accordance with the Operations Manual, including maintaining appropriate listings and advertising. Franchisee must spend the greater of a minimum of one percent (1%) of Franchisee's Gross Sales, or \$750, each month on local advertising and promotion of its Another Nine location, which may include costs for approved directory listings, local internet advertising, and strategic social media campaigns. This percentage may be increased by Another Nine up to a maximum of three percent (3%) of Gross Sales upon sixty (60) days' written notice to Franchisee. Failure to meet the minimum local advertising requirement or to provide documentation of such expenditures as required shall constitute a default under this Agreement, which if not cured within thirty (30) days after written notice from Another Nine, shall constitute a material breach of this Agreement. Additionally, Another Nine may require Franchisee to participate in and pay its proportionate share of collective advertising with other Another Nine locations in Franchisee's geographic area.

Franchisee must submit, within thirty (30) days after the end of each calendar quarter, an accounting of its local advertising and promotional expenditures for the preceding quarter in the format prescribed by Another Nine. All advertising, promotional, and marketing materials must conform to Another Nine's guidelines, maintain the highest standards of ethical advertising and marketing, and comply with Another Nine's advertising and marketing policies, as may be modified from time to time. All materials must be clear, factual, and not misleading.

Franchisee shall not use any advertising, promotional, or marketing materials that have not been approved or have been disapproved by Another Nine. Franchisee must submit samples of all advertising, promotional, and marketing materials not prepared or previously approved by Another Nine at least thirty (30) days prior to their intended use. Another Nine's failure to provide written approval or disapproval within fifteen (15) days of receipt of complete materials shall constitute disapproval. Another Nine may extend this review period by written notice to Franchisee if additional information or clarification is needed. Another Nine's approval or disapproval may be based on any factors Another Nine deems appropriate in its sole discretion, including aesthetic standards, quality requirements, and System uniformity. Another Nine reserves the right to withdraw its approval of previously approved materials at any time in its sole discretion.

(d) During the period thirty (30) days prior to opening and 180 days after the opening of the Facility, Franchisee must spend between \$2,500 and \$5,000 per suite in the premises on grand opening advertising in its Territory (the "Grand Opening Advertising Requirement"). Franchisor must approve Franchisee's grand opening marketing strategies. Franchisee may expend additional sums on advertising its grand opening at its sole discretion.

(e) Another Nine may establish or direct the establishment of local advertising cooperatives ("Local Advertising Cooperative") in geographical areas where two or more Another Nine locations are operating. Each Local Advertising Cooperative will be organized and governed in a form and manner determined by Another Nine, who reserves the right to change, dissolve and merge Local Advertising Cooperatives at its discretion. If Another Nine establishes a Local Advertising Cooperative in Franchisee's geographic area, Franchisee agrees to: (a) execute all required documents to become a member; (b) participate as required by such documents; and (c) contribute up to one percent (1%) of Gross Sales to the Local Advertising Cooperative, unless the members approve a higher percentage in accordance with the cooperative's bylaws. Another Nine may collect such contributions on behalf of the Local Advertising Cooperative, payable in the same manner as the Royalty.

Each Another Nine location contributing to a Local Advertising Cooperative will have one vote on matters involving that cooperative's activities. All advertising, marketing, and promotional plans or materials must receive Another Nine's prior written consent. Another Nine will assist in formulating marketing plans and programs, which will be implemented under the Local Advertising Cooperative's direction. The Local Advertising Cooperative, subject to Another Nine's approval and available funds, will have sole discretion over creative concepts, materials, and endorsements.

Local Advertising Cooperative funds may be used for: (a) preparing and producing video, audio, and written advertising and direct sales materials; (b) purchasing direct mail and other media advertising; (c) implementing direct sales programs; and (d) employing marketing, advertising, and public relations firms to assist with marketing program development and administration.

Another Nine will maintain separate accounting for Local Advertising Cooperative funds and will not use such funds for general operating expenses. Franchisee must submit all required reports to Another Nine and the Local Advertising Cooperative. Franchisee acknowledges that their Another Nine location might not benefit directly or in proportion to its contribution to the Local Advertising Cooperative. Local Advertising Cooperatives will be developed separately with no intention for one cooperative to benefit others. Another Nine reserves the right to use collection agents and institute legal proceedings to collect amounts owed to the Local Advertising Cooperative in the future, Franchisee will be required to comply with cooperative rules and regulations which Another Nine may establish in the future, including possible rules regarding how membership will be defined, whether franchisor-owned outlets will contribute, who will administer the cooperative and whether there will be governing documents available for Franchisee review.

(f) Franchisee shall not engage in any advertising program including electronic or computer advertising or use any other advertising, including local advertising at its own expense or otherwise, unless and until it has been approved in writing by Another Nine.

(g) Purchases by Franchisee of imprinted paper goods, signs and related items containing the Proprietary Marks shall not be deemed an advertising expenditure and shall not be included in the contributions to advertising required to be made by Franchisee as above specified.

(h) Franchisee specifically acknowledges and agrees that any Website (as defined below) will be deemed “advertising” under this Agreement, and will be subject to (among other things) Another Nine’s approval under this Section 11. As used in this Agreement, the term “**Website**” means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers and/or other devices linked by communications software. The term Website includes, but is not limited to, the Internet and World Wide Web.

(i) Another Nine shall have the right, but not the obligation, to establish and maintain a website to advertise, market, and promote Another Nine locations, products, services, and franchise opportunities (the "System Website"). Another Nine may use the Marketing Fund's assets to develop, maintain, and update the System Website. Another Nine may provide Franchisee with a webpage on the System Website. If provided, Franchisee must (i) provide Another Nine with requested information and materials for webpage development and updates; (ii) notify Another Nine of any inaccurate webpage information; and (iii) pay the then-current initial fee and monthly maintenance fee for the webpage. Another Nine shall own all intellectual property and other rights in the System Website, including Franchisee's webpage, all information contained therein (including domain names, URLs, visitor logs, and any collected personal or business data). Another Nine may suspend or remove Franchisee's webpage for non-compliance with this Agreement and will permanently remove it upon Agreement expiration or termination.

(ii) Franchisee shall not develop, maintain, or authorize any website that mentions or describes Franchisee or Franchisee's Another Nine location or displays any of the Marks. However, Franchisee may develop and maintain social media accounts that Another Nine approves under its then-current social media policy, which Another Nine may modify periodically. All advertising, marketing, and promotional materials that Franchisee develops must contain notices of the System Website's domain name in the manner Another Nine designates. If such approval is granted by Another Nine, Franchisee shall establish and operate such Website in accordance with Another Nine’s standards and policies provided to Franchisee in the Manuals or otherwise in writing from time to time. Another Nine shall charge Franchisee a Digital Fee, currently Three Hundred Fifty Dollars (\$350.00) per month, which covers website maintenance, scheduling systems, payment processing, online security, and digital experience services. The specific services covered by the Digital Fee may be modified by Another Nine from time to time. The Digital Fee shall be paid at the same time and in the same manner as the royalty fee. Another Nine reserves the right to increase the Digital Fee at its sole discretion upon thirty (30) days prior written notice to Franchisee, with no limitation on the frequency or amount of such increases.

(iii) Another Nine shall have the right to modify the provisions of this Section 11(g) relating to Websites as Another Nine shall determine, in Another Nine’s sole discretion, is necessary or appropriate for the best interests of the System.

12. BOOKKEEPING AND RECORDS

Franchisee shall establish and maintain, at Franchisee's expense, a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats prescribed by Another Nine from time

to time in the Operations Manual or otherwise in writing. Franchisee shall use the Computer System to maintain sales data and other information as required by Another Nine. Franchisee shall use a third-party accounting and bookkeeping service provider approved by Another Nine if so required. Franchisee shall maintain and preserve all records in a secure location at the Facility and/or in secure cloud-based storage approved by Another Nine for at least seven (7) years from the date of creation, or such longer period as may be required by applicable law or governmental regulation, including but not limited to sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers. Another Nine shall have the right to access the Computer System and retrieve all information relating to the operation of the Facility as often as Another Nine deems appropriate, including on a daily basis.

13. FINANCIAL STATEMENTS

To supplement or verify the financial information Another Nine receives through its payment processor, Franchisee shall, upon Another Nine's written request, submit the following:

(a) Upon Another Nine's request, within five (5) business days, a detailed report reconciling the Gross Sales data from the payment processor with the Facility's total Gross Sales for any specified Accounting Period;

(b) Upon Another Nine's request, within thirty (30) days after the end of any Accounting Month, Franchisee shall provide supplemental operating statements, financial statements, statistical reports, purchase records, and other information regarding Franchisee and the Facility to verify or complement the data available through the payment processor, in the format prescribed by Another Nine;

(c) Within ten (10) days of Another Nine's request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information periodically required by Another Nine relating to the Facility or any of Franchisee's owners;

(d) Within ninety (90) days after the end of each fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the Facility, prepared in accordance with generally accepted accounting principles or, at Another Nine's option, international accounting standards and principles, and prepared by a certified accountant on a consistent basis. Another Nine reserves the right to require these financial statements and the financial statements of any prior fiscal years to be audited by an independent accounting firm designated by Another Nine in writing;

(e) By January 15, April 15, July 15 and October 15 of each calendar year, reports on the status (including outstanding balance, current payment amounts, and good standing status) of any loans outstanding as of the previous calendar quarter for which the Facility or any of its equipment serves as collateral. Franchisee shall deliver to Another Nine, within five (5) days after receipt, copies of any default notices received from any such lenders. Franchisee authorizes Another Nine or its affiliates to contact Franchisee's banks, other lenders, and vendors to obtain information regarding the status of loans and accounts, including payment histories and defaults.

(f) All reports and financial statements provided to Another Nine must be certified by Franchisee in the manner prescribed by Another Nine. Another Nine may disclose data derived from these reports and/or the payment processor. Franchisee acknowledges that Another Nine's request for these reports does not constitute a waiver of Another Nine's right to rely on payment processor data.

14. MANUALS

(a) Another Nine will provide Franchisee, solely for use in the operation of the Facility, its operations manuals ("Operations Manual"), which may include one or more separate manuals, computer software, information available on an internet site, other electronic media, or written materials. The Operations **Manual** contains both mandatory and recommended specifications, standards, operating procedures and rules that Another Nine periodically prescribes ("System Standards") and information regarding Franchisee's other obligations under this Agreement. Franchisee must implement and comply with all mandatory provisions of the Operations Manual. While Franchisee may exercise discretion regarding recommended provisions, Another Nine reserves the right to make any recommended provision mandatory upon written notice to Franchisee.. Franchisee shall not make copies of the Operations Manual (or any portions thereof), take screenshots, photographs, or create any other reproductions in any form, or thereafter use any information contained therein or other Confidential Information received by Franchisee during the Term hereof, other than as expressly permitted by this Agreement. The entire contents of the Manuals will remain confidential and the property of Another Nine, and shall be returned to Another Nine immediately upon expiration or termination of the franchise granted by this Agreement.

(b) Another Nine may modify the Operations Manual throughout the Term. Franchisee will immediately adopt all mandatory revisions except that, if Another Nine determines that a particular revision either is not required to be made immediately or requires significant expenditures, Another Nine will allow a reasonable time, not to exceed 30 days after Franchisee receives notice of the revision, to complete the implementation of such revision. If Another Nine elects to post some or all of the Operations Manual on a restricted website or extranet to which Franchisee has access, Franchisee agrees to monitor and access the website or extranet for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a website or extranet will be deemed to be part of Another Nine's Confidential Information.

(c) Franchisee agrees to keep its copy of the Operations Manual current and in a secure location at the Facility. If there is a discrepancy between Another Nine's copy of the Operations Manual and Franchisee's copy, Another Nine's copy of the Operations Manual controls. The Operations Manual is part of Another Nine's Confidential Information and subject to the protections and restrictions applicable to all other Confidential Information. The provisions of the Operations Manual, as modified from time to time, and all System Standards prescribed by Another Nine and communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein.

15. CONFIDENTIAL INFORMATION; DATA PROTECTION AND PRIVACY LAWS

(a) Franchisee shall hold in confidence the System and all parts thereof and shall not disclose the System or any part thereof to any person, entity, firm or corporation. It is understood and agreed that the System is a program of accounting, identification schemes, specifications, standards, management systems, techniques, financial information (such as product costs and sources of supply), and business operations and procedures that would, if used by other persons, firms or corporations, give such other persons, firms, or corporations a substantial competitive advantage that is presently enjoyed by Another Nine, each of which Franchisee acknowledges is a trade secret of, and proprietary to, Another Nine. Franchisee accordingly agrees that it shall not at any time, either during the Term of this Agreement or after termination, expiration or non-renewal of this Agreement, without Another Nine's prior written consent, disclose (except to such employees or agents as must have access to such information in order to construct or operate the Facility) or use, or permit the use of the System or the Proprietary Marks, or any part thereof (except as may be required by applicable law or as authorized by this Agreement).

(b) Franchisee shall, at all times, treat as confidential the Manuals, and other manuals or materials designated for use within the System and such other information as Another Nine may designate

from time to time for confidential use in conjunction with the System (as well as all other trade secrets, Confidential Information, knowledge, and know-how concerning the construction or operation of the Facility that may be imparted to, or acquired by, Franchisee from time to time in connection with this Agreement), and shall use diligent efforts to keep such information confidential. Any and all information, knowledge and know-how relating to developing, operating and promoting Another Nine locations, including without limitation: (i) site selection criteria and unit development processes and tools; (ii) operations materials and manuals, including the Operations Manual; (iii) the System Standards, methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques; (iv) market research, promotional, marketing and advertising programs; (v) specifications for pricing and suppliers of Operating Assets and other products and supplies; (vi) proprietary computer software, digital passwords, identifications, source code, and related data and reports; (vii) operating results and financial performance of Another Nine locations; (viii) Membership Information and customer data; and such other information or material as Another Nine may designate as confidential, shall be deemed Confidential Information for purposes of this Agreement, except information that Franchisee can demonstrate through written documentation: (i) came to its attention prior to disclosure thereof by Another Nine; (ii) has become a part of the public domain through no fault or breach by Franchisee; or (iii) was independently developed by Franchisee without use of or reference to Another Nine's Confidential Information. The Manuals, any other manuals or materials designated for use with the System and all Confidential Information and trade secrets, shall at all times be deemed to be, and shall remain, the sole property of Another Nine, and Franchisee shall acquire no right, title or interest therein by virtue of authorization pursuant to this Agreement to possess and use the same. Franchisee acknowledges and agrees that any unauthorized use or disclosure of such Confidential Information and trade secrets will cause immediate, substantial, and irreparable injury to Another Nine, entitling Another Nine to immediate injunctive relief and other equitable remedies, in addition to all other legal remedies available. Franchisee accordingly agrees that it shall not at any time, whether during the Term of this Agreement, or after termination, expiration or non-renewal hereof, without Another Nine's prior written consent, disclose or reveal to or share with any other person except (i) to employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Franchisee's obligations hereunder, or (ii) to individuals or entities specifically authorized by Another Nine in advance, or use or permit the use (except as may be required by applicable law or authorized by this Agreement) of such information, in whole or in part, or otherwise make the same available to any unauthorized person or source. For purposes of this Agreement, the term "Confidential Information" shall have the same meaning ascribed to it in the Confidentiality, Non-Solicitation and Non-Competition Agreement executed by Franchisee and Another Nine concurrently with this Agreement, the form of which is attached to this Agreement as **Exhibit B**.

(c) All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "Innovations") made or created by Franchisee, its employees or contractors, whether developed separately or in conjunction with Another Nine, shall be owned solely by Another Nine. Franchisee represents, warrants, and covenants that its employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to Franchisee. To the extent that Franchisee, its employees or contractors are deemed to have any interest in such Innovations, Franchisee hereby assigns all right, title and interest in and to such Innovations to Another Nine.

(d) Franchisee shall cause any person who is actively involved in the management of the Facility at the time of employment, to enter into a "Confidentiality Agreement" in compliance with the provisions of this Section 15. Another Nine may require Franchisee to have its employees and contractors execute individual undertakings and shall have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements. Franchisee acknowledges that any form of agreement that Another Nine requires Franchisee to use, provide to Franchisee, or regulate the terms of may or may not be enforceable in a particular jurisdiction. Franchisee agrees that it is solely responsible for obtaining its own

professional advice with respect to the adequacy of the terms and provisions of any agreement that its employees and contractors sign. Franchisee shall use its best efforts and take all necessary actions to prevent any such persons from using, in connection with the operation of any facility (other than the Facility) wherever located, the System and any of the Proprietary Marks. If Franchisee has reason to believe that any such person has violated the provisions of such Confidentiality Agreement, Franchisee shall notify Another Nine and shall cooperate with Another Nine to protect Another Nine against infringement or other unlawful use of the Proprietary Marks or the System, including but not limited to, the prosecution of any lawsuits if, in the judgment of counsel for Another Nine, such action is necessary or advisable.

(e) Franchisee will comply with all applicable data protection and privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA), General Data Protection Regulation (GDPR), and other state privacy laws (“**Applicable Data Protection Law**”) applicable to any information relating to an identified or identifiable natural person (“**Personal Data**”) that Franchisee processes, collects, stores, or transmits. Franchisee will implement administrative, physical, and technical safeguards to protect Personal Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices and Applicable Data Protection Law. If requested by Another Nine, or in order to comply with Applicable Data Protection Law, Franchisee will enter into any reasonable supplemental terms, model contracts and/or put in place any additional controls necessary to comply with Applicable Data Protection Law.

(f) To the extent that Franchisee provides or will provide any Personal Data to Another Nine, the following additional requirements will apply:

(i) Franchisee represents and warrants that it has made the necessary disclosures and obtained the necessary consents, rights, and licenses from the individuals from which such Personal Data is obtained (“**Data Subjects**”) for Franchisee to provide Personal Data to Another Nine. Without limiting the generality of the foregoing, Franchisee will not provide any Personal Data relating to any Data Subject who has unsubscribed from communications with Franchisee as of the time such Personal Data is provided.

(ii) To the extent that Applicable Data Protection Law and the Manual permits Franchisees to send, or causes or permits the sending of commercial electronic messages (“**CEMs**”), Franchisee represents, warrants, and covenants that it fully complies with all applicable consent, notice, unsubscribe, and other requirements under Applicable Data Protection Law. Franchisee will immediately notify Another Nine if any Data Subject has revoked the foregoing consent.

(g) Franchisee will maintain sufficient records to evidence compliance with the requirements contained in Sections 15(d) and 15(e) and will make such records available to Another Nine for inspection upon its reasonable request.

16. INSURANCE

THE INSURANCE REQUIREMENTS SET FORTH HEREIN REPRESENT MINIMUM REQUIREMENTS THE FRANCHISEE MUST PROCURE AND MAINTAIN AND ARE NOT REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT SUCH COVERAGE IS SUFFICIENT FOR FRANCHISEE'S OPERATION OF THE FACILITY. IT IS FRANCHISEE'S SOLE RESPONSIBILITY TO OBTAIN INSURANCE COVERAGE THAT FRANCHISEE DEEMS APPROPRIATE BASED ON ITS OWN INDEPENDENT INVESTIGATION. ANOTHER NINE IS NOT RESPONSIBLE IF FRANCHISEE SUSTAINS LOSSES THAT EXCEED ITS INSURANCE COVERAGE UNDER ANY CIRCUMSTANCES. THE FRANCHISEE, DEPENDING UPON ITS SIZE, LOCATION, OTHER OPERATIONS, AND OTHER RELEVANT FACTORS, SHOULD CONSULT ITS INSURANCE BROKER OR CARRIER TO EVALUATE THE FRANCHISEE'S PARTICULAR

SITUATION IN ORDER TO DETERMINE IF MORE INSURANCE COVERAGE IS NEEDED TO ADEQUATELY AND PROPERLY INSURE THE FRANCHISEE'S OPERATION OF THE FACILITY. FAILURE TO COMPLY WITH THE PROVISIONS SET FORTH HEREIN WILL RESULT IN A BREACH OF THIS AGREEMENT.

(a) Prior to the date of commencement of the business contemplated by this Agreement and no later than the earliest date on which the Franchisee uses any of the Proprietary Marks, Franchisee shall, at its own expense, procure and maintain in full force and effect, at all times during the Term of the Agreement, and any renewals hereof, all insurance required by applicable Laws and the following minimum insurance coverages with insurance carriers possessing a Best rating of 'A', IX, or better:

(i) "All Risk Property Insurance", on a full replacement cost basis, covering improvements and betterments; furniture and fixtures; personal property/contents; direct and contingent business interruption; loss of income/extra expense; Signs coverage; Rents and other fees due and payable to the landlord, merchant's association, etc.; Royalty Fees due and payable to Another Nine hereunder for a period of at least six (6) months. Equivalent "All Risk" property insurance forms may be used if coverage is at least as broad;

(ii) Comprehensive General Liability (herein "CGL") insurance on Standard 1993 or later ISO Form at limits of \$1,000,000 per occurrence/\$2,000,000 aggregate (if the Franchisee operates more than one Another Nine facility, then the aggregate limit shall apply for each such location) subject to no deductible and no contractual limitation other than those found in a Standard Commercial General Liability Coverage Form. Equivalent forms of CGL Insurance may be used if coverage is at least as broad;

(iii) Statutory Workers' Compensation insurance to statutory limits and Employer's Liability insurance with minimum limits of at least \$1,000,000 including such other disability benefits type insurance as may be required by statute or rule of the state in which the Facility is located;

(iv) Commercial Umbrella Liability insurance with limits which being the total of all primary underlying coverages (CGL, Employer's Liability and Liquor Legal Liability) to a minimum of \$1,000,000 total limit of liability. Such umbrella liability insurance shall provide, at a minimum, those coverages and endorsements required in the underlying policies and shall follow the form of such underlying policies; and

(v) A Privacy Network Security and Cyber Liability Insurance Policy (either combined or in separate policies), with limits of at least \$2,000,000 per claim or occurrence and in the aggregate, providing coverage for (a) liability and defense costs arising out of the failure to protect any Personal Data in the care, custody or control of Franchisee or arising out of the failure of Franchisee to protect the security of any computer or other electronic network; (b) defense costs, fines, penalties, and consumer redress awards in connection privacy-related regulatory actions; and (c) the direct costs of responding to a breach of Personal Data, including, but not limited to, investigation, legal notification, call center, credit and/or identity monitoring and public relations costs.

(b) The above referenced policies shall be endorsed to name Another Nine, LLC, its subsidiaries, affiliates, parent companies, and their respective partners, officers, directors, employees, successors, and assigns as "Additional Insured" (policies include General Liability, Liquor Liability, Automobile Liability, Umbrella, and Privacy Network Security Policy), and "Waiver of Subrogation" (General Liability, Liquor Liability, Automobile Liability, Umbrella, Privacy Network Security Policy and

Workers Compensation), in favor of Another Nine, LLC. Furthermore, coverage for “Additional Insured” shall apply on a primary basis irrespective of any other insurance, whether collectable or not.

(c) The purchase and maintenance of such insurances shall not excuse Franchisee from willful failure or neglect to operate the Facility in accordance with this Agreement or the Lease. In the event that Another Nine may be obligated to fulfill Franchisee’s obligations under the Lease or other agreement, or act as guarantor or surety for Franchisee, then Another Nine may require that the proceeds of such insurance coverages be made payable directly to Another Nine and/or others designated by Another Nine.

(d) Franchisee shall deliver to Another Nine at least thirty (30) days prior to the time any insurance is first required to be procured by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any such policy, certificates of insurance evidencing the proper insurance coverage with limits not less than those required hereunder. Such certificates shall contain a statement by the insurer that the policies are in full force and effect and will not be canceled or materially altered without at least thirty (30) days prior written notice to Another Nine.

(e) Should Franchisee fail or neglect to obtain or maintain in continuous full force and effect, the insurance coverages required by this Agreement or by the terms and conditions of the Lease, then and in such event, at its exclusive option and without prior notice to Franchisee, Another Nine may purchase and obtain the required insurance coverages and Franchisee hereby specifically agrees to pay to Another Nine its costs and expenses in purchasing, obtaining, and maintaining such coverages.

(f) Upon failure of the Franchisee to deliver to Another Nine copies of such insurance policies or certificates of insurance within the required time, then and in such event, at its exclusive option and without prior notice to Franchisee, Another Nine may purchase and obtain the required insurance coverages and Franchisee hereby specifically agrees to pay to Another Nine its costs and expenses in purchasing, obtaining and maintaining such coverages.

(g) In any event, regardless of the provisions of this Section 16, Franchisee shall indemnify, defend, and hold Another Nine harmless against any loss, claim, action, or award that would be covered by such required insurance.

(h) Another Nine reserves the right, from time to time and in its sole discretion, to modify the policy requirements as set forth in this Agreement or in the Operations Manual, including increasing policy limits to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances, setting and modifying maximum deductibles, and requiring different or additional insurance coverages (including reasonable excess liability insurance) or endorsements.

17. PROPRIETARY MARKS

(a) Franchisee expressly acknowledges and agrees that Another Nine and/or its affiliates are the exclusive owners of all right, title and interest in and to the Proprietary Marks, whether registered or unregistered, licensed to Franchisee by this Agreement, and that all such rights shall remain vested solely in Another Nine and/or its affiliates. Franchisee's right to use the Proprietary Marks is derived solely from this Agreement and is limited to operating the Business according to this Agreement. Any unauthorized use of the Proprietary Marks constitutes a breach of this Agreement and an infringement of Another Nine's rights. All goodwill established by Franchisee's use of the Proprietary Marks shall inure exclusively to Another Nine's benefit, and this Agreement does not confer any goodwill or other interests in the Proprietary Marks upon Franchisee beyond the right to use them as specified in this Agreement.

(b) Franchisee agrees to use the Proprietary Marks as the sole identification of the Business and to identify itself as an independent owner in the manner prescribed by Another Nine. Franchisee shall not use any Proprietary Marks: (1) as part of any corporate or legal business name; (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Franchisee hereunder); (3) in selling any unauthorized products or services; (4) as part of any domain name, homepage, electronic address, or website; (5) in any user name, screen name, profile, hashtag, or other identifier in connection with social networking media, digital platforms, or mobile applications, except in accordance with Another Nine's then-current social media and digital presence policy; (6) in advertising the transfer, sale, or other disposition of the Business without Another Nine's prior written consent; or (7) in any other manner not explicitly authorized in writing by Another Nine. Franchisee must prominently display the Proprietary Marks as prescribed by Another Nine and only on forms, advertising, supplies, and other materials designated by Another Nine. Franchisee shall obtain all required assumed name registrations and provide all trademark registration notices as specified by Another Nine.

(c) Franchisee shall immediately notify Another Nine, in writing, of any apparent infringement of or challenge to Franchisee's use of the Proprietary Marks, or of any person's claim of rights in any Proprietary Mark. Franchisee shall not communicate with any person other than Another Nine, Another Nine's attorneys, and Franchisee's attorneys regarding any such infringement, challenge, or claim. Another Nine and its affiliates shall have sole discretion to take such action as they deem appropriate (including no action) and shall have exclusive control over any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim concerning any Proprietary Mark. Franchisee agrees to execute any documents and take any reasonable action that Another Nine's attorneys deem necessary to protect and maintain Another Nine's interests in any such proceedings or otherwise to protect Another Nine's interests in the Proprietary Marks. Another Nine will reimburse Franchisee for reasonable costs and expenses incurred in taking any action that Another Nine requests pursuant to this Section, provided that such costs and expenses are pre-approved by Another Nine in writing.

(d) Subject to the provisions of Section 17(g), if it becomes advisable, at any time in the sole discretion of Another Nine, for Franchisee to modify or discontinue use of any Proprietary Marks and/or use one or more additional or substitute Proprietary Marks, Franchisee agrees to do so, at Franchisee's expense.

(e) Franchisee agrees not to, at any time during or after the Term, contest or assist any other person in contesting the validity of Another Nine's or its affiliates' rights to the Proprietary Marks, ownership, title, right, or interest in the Proprietary Marks or the System, or contest Another Nine's sole right to register, use, or license others to use such Proprietary Marks.

(f) Franchisee shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks.

(g) Another Nine will indemnify and reimburse Franchisee for all damages for which Franchisee is held liable to third parties in any proceeding arising out of Franchisee's authorized use of any of the Proprietary Marks pursuant to and in compliance with this Agreement resulting from claims by third parties that Franchisee's use of any of the Proprietary Marks infringes their trademark rights, and for all costs Franchisee reasonably incurs in the defense of any such claim in which Franchisee is named as a party, so long as Franchisee has timely notified Another Nine of the claim and has otherwise complied with the terms of this Agreement. Another Nine will not indemnify Franchisee against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of this Agreement. Franchisee must provide written notice to Another Nine of any such claim within five (5) days of Franchisee's receipt of such notice and Franchisee must tender the defense of the claim to Another Nine or Another Nine's nominee. Another Nine will have the right to defend any such claim and if Another Nine

does, Another Nine will have no obligation to indemnify or reimburse Franchisee for any fees or disbursements of any attorney retained by Franchisee. If Another Nine elects to defend the claim, Another Nine will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

18. INITIAL FRANCHISE FEE

The Franchisee shall pay an initial franchise fee (“**Initial Franchise Fee**”) of (i) Forty-Nine Thousand Five Hundred Dollars (\$49,500) if this is Franchisee's first Another Nine location, or (ii) Forty-Four Thousand Five Hundred Dollars (\$44,500) if this is the second Another Nine location owned by Franchisee or an Affiliate of Franchisee with the same ownership structure, payable in full at the time of execution and delivery of this Agreement. The Initial Franchise Fee is non-refundable once paid and shall be deemed fully earned upon receipt.

19. ROYALTY FEE

(a) All customer payments for products and services at the Facility shall be processed through Another Nine's designated payment processing system, which shall comply with applicable payment card industry (PCI) standards and data security requirements. Another Nine shall withhold its seven percent (7%) Royalty Fee, along with any other applicable fees including marketing fund fees and payment processing fees, from the Gross Sales. Another Nine shall distribute the remaining balance to Franchisee on a weekly basis. Another Nine shall provide Franchisee with a detailed weekly statement showing all Gross Sales, withheld fees, and the net amount distributed to Franchisee.

(b) The term “**Gross Sales**” shall, for all purposes of this Agreement, mean all revenue generated from operating the Facility (whether or not in compliance with this Agreement), whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, including any revenue derived from the sublease of any portion of the Premises and any sponsorship revenue received by or allocated to the Facility. Gross Sales shall exclude only: (1) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (2) the amount of any documented refunds; and (3) the amount of any credits and discounts approved by Franchisor that Franchisee in good faith gives to customers and employees. Gift certificate, gift card or similar program payments shall be included in Gross Sales at the time of redemption. Gross Sales shall also include all insurance proceeds Franchisee receives to replace revenue lost from the interruption of the Facility's operations due to a casualty or similar event.

(c) If for any reason the payment processing system fails to process any customer payments or if any processed payments are reversed or charged back, resulting in Another Nine being unable to collect its fees, such uncollected amounts shall bear interest, compounded monthly, from the date the fees should have been collected at the lesser of (i) eighteen percent (18%) per year or (ii) the maximum rate permitted by applicable law. The payment of such interest shall be in addition to, and not in lieu of, any other remedies available to Another Nine under this Agreement or applicable law.

(d) Franchisee shall provide Another Nine with bank account information, including account number and a voided check, for the account where Another Nine shall deposit Franchisee's share of the Gross Sales after withholding all applicable fees. Franchisee shall execute any documents necessary to authorize such deposits. If Franchisee changes banks or accounts, Franchisee shall provide Another Nine with updated account information at least ten (10) business days before such change. Failure to maintain a valid bank account for receiving distributions or to provide updated account information shall constitute a breach of this Agreement. All customer payments must be processed through Another Nine's designated payment processing system, and Franchisee shall not accept direct payments from customers except as specifically authorized in writing by Another Nine.

20. PRODUCTS AND SUPPLIES

Franchisee shall offer and sell only those products and services that Another Nine periodically specifies and shall purchase all products, equipment, materials, forms, items, and supplies used in the Business exclusively from suppliers, manufacturers, vendors, distributors, and producers (collectively, "Vendors") that Another Nine approves, designates, or authorizes in writing. Another Nine's approval may include approval of prices, terms, conditions, and distribution methods under which the Vendors will sell or provide products and services to Franchisee's Business.

Subject to applicable law, including state and federal antitrust laws, Another Nine may periodically establish and modify maximum, minimum, or suggested prices that Franchisee may charge for products and services offered by the Business. Franchisee acknowledges that such pricing guidelines are essential to protect the System's goodwill and maintain brand consistency. If Another Nine imposes such maximum or minimum prices for any product or service, Franchisee may charge any price for the product or service up to and including the designated maximum price or down to and including the designated minimum price. The designated maximum and minimum prices for the same product or service may, at Another Nine's option, be the same. For any product or service for which Another Nine does not impose a maximum or minimum price, Another Nine may require Franchisee to comply with an advertising policy that prohibits Franchisee from advertising any price for a product or service that is different than Another Nine's suggested retail price. Although Franchisee must comply with any such advertising policy, Franchisee will not be prohibited from selling any product or service at a price above or below the suggested retail price unless Another Nine imposes a maximum price or minimum price for such product or service.

Another Nine and its affiliates may be an approved or the sole approved Vendor of any product or service, and may derive revenue or profit from transactions with Franchisee and other franchisees without restriction. Another Nine and its affiliates may receive discounts, rebates, bonus payments, and other benefits from approved Vendors. Franchisee shall not offer or sell at the Business, the Premises, or any other location any products or services that Another Nine has not authorized. Franchisee shall immediately discontinue selling and offering for sale any products or services that Another Nine disapproves at any time. If Franchisee desires to offer, use, or purchase any products, services, materials, forms, items, or supplies from a Vendor that has not been approved by Another Nine, Franchisee shall submit to Another Nine a written request for approval. Another Nine may withhold such approval for any reason in its sole discretion.

Another Nine shall have the right to require, as a condition of Another Nine's approval, that Another Nine's representative be permitted to inspect and test such products or equipment, and that all such inspections and tests demonstrate, to Another Nine's satisfaction, an ability to meet Another Nine's standards and specifications. Franchisee shall reimburse Another Nine for all expenses incurred in connection with the evaluation of any Vendor, including a non-refundable testing and evaluation fee of \$1,500 (as adjusted annually based on changes in the Consumer Price Index) for each Vendor, product, or equipment evaluation request. Another Nine reserves the right to increase this fee upon 30 days' written notice to Franchisee. This fee is separate from and in addition to any actual costs of inspection and testing, which shall be paid by the Franchisee or by the supplier, contractor, or purveyor seeking approval. Another Nine shall not be liable for damage to any product or equipment that may result from the testing process.

Upon granting its approval of any supplier, contractor, purveyor, product, or service, Another Nine reserves the right, at its option and in its sole discretion, to retest or reevaluate such supplier, contractor, purveyor, product, or service at any time, without prior notice and without liability, regardless of any contracted arrangement between Franchisee and the supplier, contractor, or purveyor. Another Nine further reserves the right to revoke its approval at any time and in its sole discretion, including but not limited to instances where, in the opinion of Another Nine, the supplier, contractor, purveyor, product, or service fails to demonstrate during any such reinspection or retest that it continues to satisfy Another Nine's standards

and specifications. Upon such revocation, Franchisee shall immediately cease using or selling the disapproved products or services.

If Another Nine discloses trade secrets or other confidential and proprietary information to the supplier, contractor or purveyor (including, without limitation, Another Nine's Manuals), the supplier, contractor or purveyor shall be required to execute Another Nine's standard form of Confidentiality Agreement as a condition to Another Nine's disclosure or delivery of such information.

21. INSPECTION

(a) To determine whether Franchisee is complying with this Agreement including, without limitation all operational standards of the Manuals, Another Nine, through its employees, accountants, attorneys, and any other agent named by Another Nine, shall have the right at any time during business hours and without prior notice to Franchisee, to enter the Facility and inspect the same. Such rights of inspection shall include, but not be limited to, the right to:

- (i) visually inspect and observe the Facility;
- (ii) observe and video tape the operation of the Facility for such consecutive or intermittent periods as Another Nine deems appropriate;
- (iii) interview personnel and guests of the Facility;
- (iv) inspect and copy any books, records and documents relating to the operation of the Facility including all accounting and employee records and books of account; and
- (v) conduct "secret shopper" programs, interactive voice response customer satisfaction measurement programs and/or "customer intercept" programs.

(b) Another Nine shall notify Franchisee in writing of any deficiencies which are disclosed by such inspections and may notify Franchisee of problems which are brought to Another Nine's attention.

(c) Franchisee shall correct any deficiencies or problems within seven (7) days of receipt of a notice of deficiency or problem, unless such deficiencies or problems (i) pertain to violations of health, sanitation, safety laws or ordinances, or (ii) in Another Nine's reasonable judgment, could materially adversely affect the System, the Marks, or the goodwill associated therewith, in which case such violation must be corrected immediately but in all events within twenty-four (24) hours. Failure to timely correct any deficiency or problem shall constitute a material default under this Agreement.

(d) Such inspections shall be made at Another Nine's expense; *provided, however*, that if Another Nine makes more than one inspection within any twelve (12) month period during the Term or any extension or renewal thereof, in connection with Franchisee's repeated or continuing failure to comply with this Agreement, Another Nine shall have the right to charge Franchisee for the costs of making all such further inspections in connection with such failure to comply, including without limitation travel expenses, room and board and compensation of Another Nine's personnel.

(e) Another Nine shall have the right to audit or cause to be audited the sales reports and financial statements that Franchisee is required to submit pursuant to this Agreement. If any such audit shall disclose an understatement of the Gross Sales of the Facility for any period or periods, Franchisee shall pay to Another Nine, within fifteen (15) days after receipt of the audit report, the understated Royalty Fee together with interest thereon at the rate of eighteen percent (18%) per year (or, if lower, the maximum rate of interest allowed by law), calculated from the date when such Royalty Fee should have been paid to the

date of actual payment. Further, if such understatement for any period or periods shall be five percent (5%) or more of the originally reported Gross Sales for such period or periods, Franchisee shall reimburse Another Nine for the cost of such audit including, without limitation, the charges of any independent accountant, and the travel expenses, room, and board, and compensation of such accountant and of employees of Another Nine.

22. DEFAULT AND TERMINATION

(a) **Automatic Termination Events.** If any one or more of the following events occur, then Franchisee will be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate upon written notice to Franchisee (unless prohibited by applicable law):

- (i) if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors;
- (ii) if Franchisee files a petition in bankruptcy or such a petition is filed against Franchisee and not dismissed within thirty (30) days following commencement;
- (iii) if Franchisee is adjudicated bankrupt or insolvent (to the extent permitted under the U.S. Bankruptcy Code);
- (iv) if a bill in equity or other proceeding for the appointment of a receiver for Franchisee or another custodian for Franchisee's business or assets is filed and consented to by Franchisee;
- (v) if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;
- (vi) if proceedings for a composition with creditors under any state or federal law is instituted by or against Franchisee;
- (vii) if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless appealed or a supersedeas bond is filed);
- (viii) if Franchisee is dissolved;
- (ix) if execution is levied against Franchisee's business or property;
- (x) if suit to foreclose any lien or mortgage against the Facility premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; and/or
- (xi) if the real or personal property of the Facility shall be sold after levy thereupon by any sheriff, marshal, or constable.

(b) **Events of Default and Termination.** Another Nine may terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if any of the following events occur:

- (i) If Franchisee fails to obtain Another Nine's approval of a Location within the required time period or if Franchisee fails to construct and open the Facility within the time limits provided in this Agreement;

(ii) If Franchisee: (i) closes the Facility or informs Another Nine of its intention to cease operation, (ii) fails to actively operate the Facility for three (3) or more consecutive days, (iii) otherwise abandons or evidences an intent to abandon its rights under this Agreement, or (iv) loses the right to occupy the Premises (however, if through no fault of Franchisee's, the premises are damaged or destroyed by an event such that Franchisee cannot complete repairs or reconstruction within ninety (90) days thereafter, then Franchisee will have thirty (30) days after such event in which to apply for Another Nine's approval to relocate and/or reconstruct the premises, which approval Another Nine shall not unreasonably withhold);

(iii) If Franchisee, an Affiliate of Franchisee, any Franchise Principal or any Affiliate of any Franchise Principal: (1) is convicted of, pleads guilty or no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Another Nine reasonably believes could adversely affect the System, the Proprietary Marks, associated goodwill, or Another Nine's interests; or (2) is found to have provided materially false or misleading information in connection with the franchise application, award, or any reporting requirements under this Agreement;

(iv) If Franchisee violates any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Facility and fails to correct such violation within seventy-two (72) hours after receiving notice from Another Nine or any other party, regardless of any longer period that any governmental authority may have given, or creates or allows to exist any condition in or at the Premises or in connection with the operation that Another Nine reasonably determines to present a health or safety concern for customers or employees;

(v) If Franchisee or any of the Franchise Principals purport to assign any rights, interests, or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 25;

(vi) If Franchisee or any Franchise Principal fails to comply with any of the covenants contained in Section 24;

(vii) If, contrary to the terms of this Agreement, Franchisee or any Franchise Principal, or any person under the control of Franchisee or any Franchise Principal, discloses or divulges, or causes to be disclosed or divulged, the contents of the Manual or other Confidential Information;

(viii) If Franchisee or anyone directed by or acting on behalf of Franchisee knowingly maintains false books or records, or submits any false reports (including, but not limited to, information provided as part of Franchisee's application for this Franchise) to Another Nine;

(ix) If Franchisee: (a) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not Another Nine provides notice of the failures and whether or not Franchisee corrects the failures after notice; or (b) fails on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not Another Nine provides notice of the failures and whether or not Franchisee corrects the failures after notice;

(x) If Franchisee sells products that Another Nine has not previously approved, or purchases any product or equipment from a supplier, contractor or purveyor that Another Nine has not previously approved, or if Franchisee sells any proprietary products anywhere other than from the Facility or sells any proprietary products other than at retail;

(xi) If Franchisee or any of the Franchise Principals engages in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice;

(xii) If Franchisee engages in delivery services from the Facility without having first obtained Another Nine's prior written consent;

(xiii) If Franchisee makes any unauthorized or improper use of the Proprietary Marks, or if Franchisee or any Franchise Principal, or any person under the control of Franchisee or any Franchise Principal, use the Proprietary Marks in a manner that Another Nine does not permit (whether under this Agreement and/or otherwise) or that is inconsistent with Another Nine's direction, or if Franchisee or any of the Franchise Principals directly or indirectly contest the validity of Another Nine's ownership of the proprietary Marks, Another Nine's right to use and to license others to use the Proprietary Marks, or seek to (or actually do) register any of Another Nine's Proprietary Marks with any agency (public or private) for any purpose without Another Nine's prior written consent to do so;

(xiv) If Franchisee fails to pay any fine, fee, penalty, tax assessment or levy against Franchisee when levied or due; or

(xv) If Franchisee fails to fully comply with the provisions of Sections 4(d), 4(e), and 4(f).

(c) With Notice and Opportunity to Cure.

(i) Except as otherwise provided in Sections 22(a) and 22(b), if Franchisee or any Franchise Principal is in default of its respective obligations under this Agreement, Another Nine may terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default at least (A) seven (7) days for a monetary default and (B) thirty (30) days for a non-monetary default (or such shorter or longer cure period as may be required by applicable state law), before the effective date of termination; *provided, however*, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Another Nine's satisfaction, and by promptly providing proof of the cure to Another Nine, all within the specified time period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate upon notice to Franchisee of Another Nine's election to terminate the Agreement.

(ii) If Franchisee, an Affiliate of Franchisee, any of the Franchise Principals or any Affiliate of any Franchise Principal is in default under the terms of any other franchise agreement or other contract between any combination of the foregoing persons and entities and: (1) Another Nine and/or an Affiliate or Affiliates of Another Nine; or (2) any creditor or supplier of the Facility, then, in either case, such default will also constitute a default under this Section 22.

(d) Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to this Section 22, and this Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of this Agreement is contemplated, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth:

(i) the name and address of the proposed assignee; and

(ii) all of the terms and conditions of the proposed assignment and assumption shall be given to Another Nine not less than ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

Another Nine will thereupon have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of this

Agreement to Another Nine upon the same terms and conditions, and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement.

(e) **Another Nine's Rights Instead of Termination.** If Another Nine is entitled to terminate this Agreement in accordance with Sections 22(b) or 22(c), Another Nine will also have the right to take any lesser action instead of terminating this Agreement.

(f) **Reservation of Rights.** If any rights, options or arrangements are terminated or modified in accordance with Section 22(e), such action shall be without prejudice to Another Nine's right to terminate this Agreement in accordance with Sections 22(b) or 22(c), and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

(g) **Assumption of Management.** If (1) you abandon or fail to actively operate your Another Nine location; (2) you die or otherwise become incapacitated; (3) you fail to comply with any provision of this Agreement or any mandatory System Standard and do not cure the failure within the time period we specify in our notice to you; or (4) this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Another Nine location below, we have the right (but not the obligation), without waiving our right to terminate the Agreement, to enter the Premises and assume the management of your Another Nine location (or to appoint a third party to assume its management) for any period of time we deem appropriate but not to exceed 90-day increments, renewable for up to one year, in the aggregate. We will periodically discuss with you the results of operation of your Another Nine location during the time that we manage it. If we (or a third party) assume the management of your Another Nine location under clauses (1) and (2) above, you agree to pay us (in addition to other amounts due under this Agreement) an amount equal to ten percent (10%) of Gross Sales, plus our (or the third party's) direct out-of-pocket costs and expenses, for any period we deem appropriate. If we (or a third party) assume the management of your Another Nine location, you agree that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your Another Nine location incurs, or to any of your creditors for any supplies, products, or other assets or services your Another Nine location purchases, while we (or the third party) manage your Another Nine location.

23. FRANCHISEE'S OBLIGATIONS UPON TERMINATION, EXPIRATION OR NON-RENEWAL

Upon termination or expiration of this Agreement and the franchise granted herein:

(a) Franchisee agrees to pay Another Nine within seven (7) days such Royalty Fees and other charges as have then become due hereunder and are unpaid or to pay immediately upon demand such as thereafter become due as a result of any audit that may be conducted by Another Nine.

(b) Franchisee will immediately return to Another Nine all copies of the Manuals. Franchisee shall not make any copies of the Manuals (or portions thereof) nor thereafter use any information contained therein or other Confidential Information received by Franchisee during the Term of this Agreement.

(c) Franchisee will take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of the Proprietary Marks by Franchisee and to notify the telephone company and all listing agencies of the termination, expiration or non-renewal of Franchisee's right to use all telephone numbers and all classified and other directory listings for the Facility and to authorize same to transfer to Another Nine or its designee all such numbers and directory listings. Franchisee acknowledges that as between Another Nine and Franchisee, Another Nine has the sole rights to and interest in all telephone numbers and directory listings associated with the Proprietary Marks and authorizes Another Nine to direct

the telephone company and all listing agencies to transfer same to Another Nine or its designee. Should Franchisee fail to do so, the telephone company and all listing agencies may accept such direction pursuant to this Agreement as conclusive of the exclusive rights of Another Nine in and to such telephone numbers and directory listings and its authority to direct their transfer.

(d) Franchisee will immediately remove all signs, Proprietary Marks, and all other items of decor and design and all items of trade dress and trade style which would, or would tend to, identify the franchised location as a “Another Nine” facility and shall cease any use of the Proprietary Marks and System. If Franchisee fails promptly to so “de-image” the Facility, Another Nine may do so at Franchisee’s sole cost and expense. Franchisee will not directly or indirectly, in any manner, identify itself, or any individual connected with Franchisee, or the franchised location as a “former Another Nine Facility” or as a former Franchisee of or otherwise associated with Another Nine or use in any manner or for any purpose the Proprietary Marks or other indicia of the System.

(e) Another Nine shall have the option, exercisable within thirty (30) days, to purchase from Franchisee, at fair market value, all approved equipment, fixtures, furniture, signs, supplies, materials, leasehold improvements, and items imprinted with the Proprietary Marks. If Another Nine and Franchisee cannot agree on the fair market value of any such item, such value shall be determined as follows: equipment, fixtures, furniture, and signs shall be valued at cost less depreciation at the rate of two percent (2%) per month for the first year of the Term of this Agreement and one percent (1%) per month thereafter. All materials, supplies, and other expendable items shall be valued at cost.

(f) Franchisee shall relinquish all interest of every kind and description that it has in the Facility and in the Lease, and hereby appoints Another Nine as its attorney-in-fact to execute such documents on Franchisee’s behalf if Franchisee fails to do so; and thereafter, upon demand by Another Nine, Franchisee shall vacate and surrender to Another Nine the Facility premises.

(g) Another Nine shall continue to have the right to have all books, records and accounts of the Franchisee examined by Another Nine’s employees or auditors or other agents to determine whether all sums required to be paid to Another Nine under this Agreement have in fact been paid through the date of such termination or expiration. If such examination reveals any underpayment, then Franchisee shall remit any deficiencies thereof to Another Nine upon demand, with interest as provided in Section 21(e) hereof.

(h) Franchisee shall immediately irrevocably assign and transfer to Another Nine or its designee any and all interests Franchisee may have in any Website maintained by Franchisee in connection with the Facility and in the domain name and home page address related to such Web site. Franchisee shall immediately execute any documents and perform any other actions required by Another Nine to effectuate such assignment and transfer and otherwise ensure that all rights in such Website revert to Another Nine or its designee, and hereby appoints Another Nine as its attorney-in-fact to execute such documents on Franchisee’s behalf if Franchisee fails to do so. Franchisee may not establish any Website using any similar or confusing domain name and/or home page address.

(i) In the event this Agreement is terminated prior to the end of its Term due to Franchisee’s default hereunder, in addition to the amounts set forth in Section 23(a) above, Franchisee shall promptly pay to Another Nine a lump sum payment (as damages and not as a penalty) for breaching this Agreement in an amount equal to: (1) the average monthly Royalty Fees, Marketing Fund contributions and advertising contributions payable by Franchisee under Sections 11(a), 11(b), 19(a) and 19(b) hereof over the twelve (12) month period immediately preceding the date of termination, or, if Franchisee failed to report Gross Sales for any month during such twelve (12) month period, the most recent twelve (12) months for which Franchisee has reported Gross Sales, (or such shorter time period if the Facility has been open less than twelve (12) months); (2) multiplied by the lesser of twelve (12) or the number of months then remaining in the then-current Term of this Agreement. Franchisee acknowledges that a precise calculation of the full

extent of the damages Another Nine will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light of the damages for premature termination which Another Nine will incur. This lump sum payment will be in lieu of any damages Another Nine may incur as a result of Franchisee's default, but it shall be in addition to all amounts provided above in Section 23(a) and any attorneys' fees and other costs and expenses to which Another Nine is entitled under the terms of this Agreement. Franchisee's payment of this lump sum shall not affect Another Nine's right to obtain appropriate injunctive relief and remedies to enforce this Section 23 and the covenants set forth in Sections 15 and 24 hereof.

24. COVENANTS

(a) Franchisee agrees that during the Term, except as Another Nine has otherwise approved in writing, Franchisee shall devote full time, energy, and best efforts to the management and operation of the Franchised Business.

(b) Franchisee, Franchisee's Affiliates, any of Franchisee's or their owners, principal officers, directors, managers, or key employees, and the immediate family members (defined as spouse, domestic partner, children, and parents) of each of the foregoing (each, a "Restricted Person") acknowledge and agree that: (i) pursuant to this Agreement, Franchisee and the Franchise Principals will have access to valuable trade secrets, specialized training and Confidential Information from Another Nine and Another Nine's Affiliates regarding the development, operation, management, purchasing, sales, and marketing methods and techniques of the System; (ii) the System and the opportunities, associations and experience Another Nine has established and that Franchisee will have access to under this Agreement are of substantial and material value; (iii) in developing the System, Another Nine and Another Nine's Affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (iv) Another Nine would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in the System if franchisees were permitted to hold interests in Competitive Businesses (as defined below); and (v) restrictions on Franchisee's and the Franchise Principals' rights to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Franchisee's and the Franchise Principals' activities. As used in this Agreement, the term "**Competitive Business**" means (i) any indoor or outdoor golf course business, (ii) any business that sells golf equipment and/or apparel, (iii) any business that offers or sells goods or services that are generally the same as or similar to the goods or services being offered by Another Nine locations, including, without limitation, golf simulator services, and related goods and services, or (iv) any business that grants franchises or licenses to others to operate or provides services to the types of businesses specified in subparagraphs (i-iii) (other than an Another Nine location operated under a franchise agreement with us).

(c) **Covenant Not to Compete or Engage in Injurious Conduct.** Accordingly, Franchisee and the Franchise Principals covenant and agree that, during the Term and for a continuous period of two (2) years after the later of: (i) the expiration or termination of this Agreement; (ii) the date Restricted Person ceases to be associated with the Franchised Business; or (iii) the date of a final court order enforcing this provision (if applicable under state law) and/or a permitted transfer hereof, Franchisee and the Franchise Principals shall not directly, indirectly, for Franchisee, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, do any of the following:

(i) Divert or attempt to divert any actual or potential business, sites or customers of your business associated with this Agreement to a Competitive Business, or directly or indirectly, appropriate, use or duplicate the Franchise System or any portion thereof for use in any other business or endeavor.

(ii) Employ or seek to employ any person who is then employed by Another Nine or any other Another Nine facility franchisee or developer, or otherwise directly or indirectly induce such person to leave his or her employment. In addition to any other rights and remedies available to Another Nine under this Agreement, in the event of a violation of this Section 24(c), Another Nine will have the right to require Franchisee and/or the Franchise Principals to pay to Another Nine (or such other Another Nine facility franchisee or developer, as the case may be) an amount equal to two times the annual salary of the person(s) involved in such violation, plus an amount equal to Another Nine's costs and reasonable attorney's fees incurred in connection with such violation.

(iii) Have any direct or indirect ownership interest (whether of record, beneficially, or otherwise) in or perform services as a director, officer, manager, employee, consultant, lessor, representative, agent or otherwise for a Competitive Business, wherever located or operating, except that ownership of less than 5% of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange shall be permitted.

(d) During the Term, there is no geographical limitation on the restrictions set forth in Section 24. During the 2-year period beginning on the effective date of termination or expiration of this Agreement, these restrictions shall apply (a) within a ten (10) mile radius of the Location, and (b) within a ten (10) mile radius of any Another Nine location in operation or under construction on such date. These restrictions shall not apply to facilities that Franchisee operates that Another Nine (or Another Nine's Affiliates) have franchised to Franchisee pursuant to a valid franchise agreement.

(e) Franchisee further covenants and agrees that, for a continuous period of two (2) years after the expiration or termination of this Agreement, Franchisee will not, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, or transfer the Location, nor cause the Location to be sold, assigned, leased or transferred, to any person, firm, partnership, corporation, or other entity that Franchisee knows, or has reason to know, intends to operate a Competitive Business at the Location. Franchisee, by the terms of any conveyance selling, assigning, leasing, or transferring Franchisee's interest in the Location, shall include these restrictive covenants as is necessary to ensure that a Competitive Business that would violate this Section is not operated at the Location for this two (2) year period, and Franchisee shall take all steps necessary to ensure that these restrictive covenants become a matter of public record.

(f) **Periods of Non-Compliance.** If, at any time during the two (2) year period following expiration or termination of this Agreement, Franchisee or any Franchise Principal fails to comply with Franchisee's or the Franchise Principals' obligations under this Section 24, then that period of noncompliance will not be credited toward Franchisee's or any Franchise Principal's satisfaction of the two (2) year obligation specified above.

(g) **Non-Solicitation.** For two (2) years beginning on the effective date of termination or expiration of this Agreement, neither you nor any Restricted Person will:

(i) recruit or hire any person who is then employed, or was employed within the immediately preceding 12 months, (a) by us, any of our affiliates, or a franchise owner as a Designated Manager, an operations manager or assistant operations manager, or comparable position at any Another Nine location, or (b) as any of our or our affiliates' officers, without first obtaining written consent from us or the relevant employer;

(ii) interfere or attempt to interfere with our or our affiliates' relationships with any Vendors or consultants; or

(iii) engage in any other activity that would materially damage or diminish the goodwill associated with the Marks or the System.

25. ASSIGNMENT

(a) This Agreement is fully assignable by Another Nine and shall inure to the benefit of any assignee or other legal successor to the interests of Another Nine as set forth herein.

(b) This Agreement and the franchise granted herein are personal to Franchisee, having been granted based on Franchisee's (or its owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Neither this Agreement, the franchise, the Another Nine location, nor any part of the ownership of Franchisee (which shall mean and include voting stock, securities convertible into voting stock, proprietorship and general partnership interests) may be voluntarily, involuntarily, directly or indirectly assigned, sold, gifted, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred or disposed of by Franchisee or its owners (including, without limitation, by will, declaration of, or transfer in trust, the laws of intestate succession, private sale, public offering, private offering, divorce, insolvency or dissolution proceeding, or otherwise by operation of law) without the prior written approval of Another Nine provided that such approval shall not be required for the assignment, transfer, or encumbrances of shares of a corporation where shares are publicly traded on a national exchange. Any attempted assignment, transfer or encumbrance without such approval shall be void ab initio and shall constitute a material breach of this Agreement entitling Another Nine to immediate termination without opportunity to cure. This Agreement does not give Franchisee the right to grant a subfranchise or similar right.

(c) If this Agreement is transferred to, or operated by, a corporation whose shares are not publicly-traded on a national exchange, such corporation shall:

(i) limit its activities to acting exclusively as a Another Nine facility under this Agreement;

(ii) execute a document in such form as shall be approved by Another Nine in which it agrees to become a party to and be bound by all the provisions of this Agreement to the same extent as if it were named as Franchisee herein;

(iii) have any individual owner, partner, officer or shareholder of the corporation and their spouses agree to be personally liable in all respects under this Agreement and to have all such individuals execute, on forms approved by Another Nine, personal guaranties and agreements not to sell, assign, pledge, mortgage or otherwise transfer or encumber the shares of the corporation; and

(iv) have all certificates representing equity in the corporation bear the following legend:

“The [EQUITY] represented by this certificate are subject to the terms and conditions, including restrictions on transfer, set forth in a Franchise Agreement dated _____, 20____, between [Franchisee] and Another Nine, LLC, copies of which are on file in the principal offices of [Franchisee] and Another Nine, LLC”

(v) have all individual owners, partners, and shareholders of the corporation execute an addendum to this Agreement designating a single shareholder or partner as the Operating Principal of Franchisee for the purposes of all dealings with Another Nine.

(d) If the Franchisee is an individual and dies and his/her personal representatives or heirs desire to continue to operate the Facility and if, under controlling local law, the deceased Franchisee's interest in the Facility, the franchise, and this Agreement are distributable to those heirs or legatees who are members of the immediate family and who otherwise would qualify as franchisees hereunder, then such an assignment by operation of law shall not be deemed in violation hereof; provided such heirs or legatees agree in writing to be bound by and accept the terms and conditions of this Agreement.

(e) If Franchisee is in full compliance with this Agreement and all other agreements with Another Nine, and has satisfied all outstanding financial obligations, Another Nine may grant or withhold consent to a proposed transfer in its sole discretion, provided that prior to the effective date of the transfer, the following minimum conditions precedent exist:

(i) All obligations of Franchisee in connection with the Facility, the terms and conditions of this Agreement and the Franchise granted herein have been assumed by assignee in writing;

(ii) All ascertained or liquidated debts owed by Franchisee to Another Nine and all other creditors in connection with Facility and its operations have been paid in full;

(iii) Franchisee and the Franchise Principals are not in default under any provisions of this Agreement, the lease or sublease underlying the Facility (if any), or any other agreement between any of them and Another Nine (or an Affiliate of Another Nine), and the Facility is being operated in compliance with the System Standards with all Operating Assets in place and in good working order;

(iv) Assignee has completed the then-current training program for new operators;

(v) Assignee has executed Another Nine's then-current standard Franchise Agreement for a full Term as provided therein;

(vi) Franchisee or assignee has paid Another Nine a transfer fee of Ten Thousand Dollars (\$10,000), plus any applicable brokers' fees, commissions, and other third-party fees, along with Another Nine's reasonable legal and out-of-pocket expenses incurred as a consequence of such assignment; provided, however, that if Franchisee is an individual and requests to transfer this Agreement to an Entity of which Franchisee is the sole owner, Another Nine will waive the transfer fee requirement, though all other conditions described herein shall apply, except that Another Nine's right of first refusal shall not apply to such Entity transfer. In connection with any transfer to an Entity, Franchisee and Franchisee's spouse (if applicable) shall remain personally, jointly and severally liable as guarantors under this Agreement and shall execute Another Nine's then-current form of personal guaranty contemporaneously with the effective date of such Entity transfer;

(vii) Franchisee, the Franchise Principals and all officers, directors and shareholders of any corporation to which this franchise and Agreement have been assigned shall execute a general release, in form and substance satisfactory to Another Nine, in favor of Another Nine, its Affiliates, and their respective officers, directors, shareholders, employees, and agents;

(viii) Assignee meets the financial and business experience requirements then in effect for all new franchisees, has completed all application and certification requirements to Another Nine's satisfaction, and Another Nine has determined that assignee is capable of complying with all applicable obligations under this Agreement, including restrictions on Competitive Business(es); and

(ix) The assignee shall be required to do any remodeling, renovation or refurbishing of the Facility, as may be reasonably required by Another Nine, and complete same within sixty (60) days following the assignment.

(f) Prior to any proposed transfer, Franchisee shall not list the Another Nine location for sale with any broker or agent without Another Nine's prior written approval of both the broker/agent and the listing agreement. Franchisee shall not use or authorize the use of any Mark in advertising the transfer or other disposition of the Another Nine location or any ownership interest in Franchisee without Another Nine's prior written consent. Franchisee or its representative shall give Another Nine written notice of Franchisee's intent to sell or otherwise transfer this Agreement and the franchise granted herein. The notice shall set forth the name and address of the proposed purchaser or assignee and must be accompanied by true and complete copies of all contracts and documents of the contemplated sale, assignment or assignee. Another Nine shall have the first option to purchase the Facility by giving written notice to Franchisee of its intention to purchase on the same terms as the proposed sale or assignment within thirty (30) days following Another Nine's receipt of such notice. However, if Another Nine fails to exercise its option and the Facility is not subsequently sold or transferred to the proposed purchaser or assignee within ninety (90) days of Franchisee's initial notice to Another Nine for any reason, Another Nine shall continue to have, upon the same conditions, a first option to purchase the Facility upon the terms and conditions of any subsequent proposed sale or transfer.

(g) If Franchisee, under this Agreement, consists of more than one individual or is a partnership, all the provisions of this Agreement and specifically the restrictions on and other provisions relating to assignment shall apply to each individual or each partner.

(h) If Franchisee has assigned this Agreement to a corporation and Franchisee thereafter dies, the provisions of Subsection (d) hereof shall apply to transfer of the corporate stock in the same manner that they would have applied to transfer of the Facility had Franchisee not assigned this Agreement to a corporation.

(i) If the Franchisee is a partnership or a corporation whose shares are not publicly traded on a national exchange, there shall be an agreement by and between such partners or shareholders for a buy-out or other form of transfer of a deceased partner's interest or a deceased shareholder's shares to the surviving partner(s) and shareholder(s). The purpose of such agreement is to permit the surviving partner(s) or shareholder(s) to operate the Facility without interference from the estate of the deceased partner or shareholder. Such agreement shall be in such form as shall be approved by Another Nine and shall be executed prior to or simultaneously with the execution of this Agreement.

26. ENFORCEMENT

(a) Except as described in Section 26(b) below, any claim or controversy arising out of or related to this Agreement or the making, performance, or interpretation of this Agreement shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association then in force, by one arbitrator appointed by the American Arbitration Association in accordance with said rules. The place of arbitration shall be in Hamilton County, Ohio. All cost of arbitration, including the arbitrator's fee, shall be borne by the losing party. The parties agree that the award of the arbitrator shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator; that it shall be made and shall promptly be payable in U.S. dollars free of any tax, deduction or offset; and that any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The award shall include interest from the date of any damages incurred for breach or other violation, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator, but in no event less than the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, or part of a month, until paid.

(b) Nothing herein contained (including, without limitation, Section 26(a) above regarding arbitration) shall bar Another Nine's right to obtain injunctive relief from any court having valid jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions. Franchisee agrees to entry without bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Another Nine secures any such injunction or order of specific performance, Franchisee further agrees to pay Another Nine an amount equal to the aggregate of its costs of obtaining any such relief, including without limitation reasonable attorney's fees, costs of investigation, proof of facts, court costs, other arbitration or litigation expenses, travel and living expenses, and any damages incurred by Another Nine as a result of the breach of any such provisions.

(c) Should Franchisee fail or neglect to deliver the reports and statements required by Sections 14 or 19(a) hereof within the respective periods set forth therein and should such failure or neglect continue for ten (10) days after receipt of written demand for the same from Another Nine, Another Nine shall, in addition to any rights provided elsewhere in this Agreement, have the right thereafter to make such examination of Franchisee's books and records as may be necessary to certify the amounts of Franchisee's Gross Sales and compute the amounts due and owing from Franchisee to Another Nine. The certification so made as to Gross Sales shall be binding upon the Franchisee who shall thereupon immediately pay to Another Nine all sums found to be due and owing to Another Nine, together with the highest rates of interest as provided in Section 19(c) hereof. Franchisee shall also immediately pay to Another Nine the reasonable costs of such examination.

(d) Should Franchisee fail or neglect: (i) to establish and maintain a bookkeeping and record keeping system in accordance with Section 12 hereof or in accordance with any Term, condition or provision of the lease or sublease underlying the Facility; or (ii) to complete or submit the reports and statements required by Section 14 hereof or by any term, condition or provision of the lease or sublease underlying the Facility, then and in such event, should such failure or neglect continue for ten (10) days after the date of written demand for the same from Another Nine, or from the landlord of the Location, Another Nine shall, in addition to any rights provided elsewhere in this Agreement, have the right, thereafter, to employ a certified public accountant to make or complete any such reports or statements and to submit the same to those entitled to receive the same. The reports and statements so made or completed or submitted by the accountant shall be binding upon Franchisee. If, based upon such reports or statements, sums of money are found to be due and owing pursuant to this Agreement, or the Lease, Franchisee shall immediately pay all such sums together with any interest provided for by the Lease. Franchisee shall also immediately pay to Another Nine the reasonable costs of such examination.

(e) Franchisee shall fully and completely cooperate with the certified public accountant employed pursuant to Subsections 26(b) and 26(c) hereof.

(f) The provisions of Subsections 26(b), 26(c), and 26(d) hereof are in addition to any and all other rights and remedies provided for under the terms of this Agreement or the Lease, as well as at law and in equity.

(g) Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act: 15 U.S.C. Section 1051 et. seq.), as amended, this Agreement shall be governed by the laws of the State of Ohio. Subject to the provisions of Sections 26(a) and 26(b) hereof, the parties irrevocably agree that the state and federal courts having jurisdiction where Another Nine's principal office is then located shall be the exclusive and mandatory venue and exclusive and mandatory forum in which to adjudicate any action arising from or relating to this Agreement and any guarantees hereof, undertakings hereunder provided and relationship established thereby, however, with respect to any action (i) for monies owed, (ii) for injunctive or other extraordinary relief, or (iii) involving the possession or disposition of, or other relief relating to, real property, the Proprietary Marks or Another Nine's Confidential Information, Another Nine may bring

such action in any court of competent jurisdiction. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either the jurisdiction of or venue in such courts.

(h) EXCEPT FOR FRANCHISEE'S OBLIGATIONS TO INDEMNIFY ANOTHER NINE AND CLAIMS FOR UNAUTHORIZED USE OF THE PROPRIETARY MARKS OR CONFIDENTIAL INFORMATION, FRANCHISEE, THE FRANCHISE PRINCIPALS AND ANOTHER NINE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. FRANCHISEE, THE FRANCHISE PRINCIPALS AND ANOTHER NINE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISEE OR THE FRANCHISE PRINCIPALS AND ANOTHER NINE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

(i) FRANCHISEE, THE FRANCHISE PRINCIPALS AND AFFILIATES AND ANOTHER NINE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISEE OR THE FRANCHISE PRINCIPALS OR BY ANOTHER NINE.

(j) ANY DISPUTE AND ANY LITIGATION WILL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT A CLASS-WIDE, MULTIPLE PLAINTIFF OR SIMILAR BASIS. ANY SUCH PROCEEDING WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING INVOLVING ANY OTHER PERSON, EXCEPT FOR DISPUTES INVOLVING THE FRANCHISE PRINCIPALS OR AFFILIATES OF THE PARTIES.

(k) If a claim for amounts owed by Franchisee or the Franchisee Principals to Another Nine or any of Another Nine's Affiliates is asserted in any legal proceeding or if either Franchisee or Another Nine is required to enforce this Agreement or any ancillary agreements in a judicial proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement. If Another Nine becomes a party to any action or proceeding commenced or instituted against Another Nine by a third party arising out of or relating to this Agreement, any related agreements, or the Facility as a result of any claimed or actual act, error or omission of Franchisee (and/or any of Franchisee's officers, directors, shareholders, members, management, employees, contractors and/or representatives); by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on Another Nine as a result of Another Nine's status as Franchisor; or if Another Nine becomes a party to any arbitration or litigation or any insolvency proceeding involving Franchisee pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then Franchisee will be liable to, and must promptly reimburse Another Nine for, attorneys' fees and all other expenses Another Nine incurs in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, Another Nine will be entitled to add all costs of collection, interest, and attorneys' fees to Another Nine's proof of claim in any insolvency or bankruptcy proceeding Franchisee file.

(l) The liability of each Franchisee named in this Agreement for the due and punctual performance of all obligations under this Agreement shall be absolute, unconditional and irrevocable (unless otherwise expressly limited under this Agreement), and such liability shall be owed jointly and severally by each Franchisee named hereunder. Each Franchisee waives any right to require that resort be had by Another Nine to any other party or principal for the collection and performance of any obligation owed under this Agreement. If at any time any payment made to Another Nine pursuant to any obligation under this Agreement is rescinded or must otherwise be restored or returned by Another Nine upon the insolvency,

bankruptcy or reorganization of any Franchisee or Franchise Principal, then each of the other Franchisees' obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had been due but not made.

27. INDEPENDENT CONTRACTORS: INDEMNIFICATION

Another Nine and Franchisee are and shall remain independent contractors. Neither this Agreement nor the franchise relationship creates or shall be construed to create between Another Nine and Franchisee any relationship of joint venturers, partners, employer and employee, master and servant, principal and agent, or any similar relationship. Each party shall be solely responsible for their respective employees and independent contractors. Neither party shall act in any manner to imply any such relationship. Another Nine shall not be obligated or bound by any agreements, representations, or warranties made by Franchisee. Furthermore, Another Nine shall not be liable for any damages to any person or property, whether direct or indirect, arising from the operation of the Facility, including but not limited to damages caused by Franchisee's negligent or willful acts, omissions, or any other conduct. Franchisee agrees to indemnify, hold harmless and defend Another Nine and its affiliates, officers, directors, employees, agents, successors and assigns against and to reimburse Another Nine for all such obligations and damages for which Another Nine is held liable as well as for any claims, suits, judgments, or actions that arise out of or relate to Franchisee's operation of the Facility and for all costs incurred by Another Nine in the defense of any such claim brought against it or in any action in which it is named as a party, including, without limitation, reasonable attorneys' fees, costs of investigation, and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses. Another Nine shall have the right to defend any such claim or action with counsel of its choice, and Franchisee shall advance all costs of defense incurred by Another Nine upon demand therefor.

28. MISCELLANEOUS

(a) This Agreement is binding upon the parties hereto and their respective heirs, assigns and successors in interest.

(b) The preamble and any exhibits hereto are a part of this Agreement that constitutes the entire agreement between the parties. With the exception of the Franchise Disclosure Document described in Section 34(c), there are no other oral or written understandings or agreements between Another Nine and Franchisee relating to the subject matter of this Agreement. Nothing in this Agreement or in any related agreements is intended to disclaim the representations Another Nine made in the Franchise Disclosure Document. The headings of the several sections hereof are for convenience only and do not define, limit or construe the contents of such sections. The Term "Franchisee" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized representatives in writing.

(c) Another Nine and Franchisee agree that if any provision of this Agreement is capable of two constructions, one of which renders the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the language of all provisions of this Agreement shall be construed in favor of validity and enforceability.

(d) It is the desire and intent of Another Nine and Franchisee that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement is adjudicated to be invalid or unenforceable, such adjudication is to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions shall be

enforced to the extent valid and enforceable. Another Nine and Franchisee agree to substitute a valid and enforceable provision for any specification, standard, operating procedure or rule, or any other obligation of Franchisee, or any obligation of Another Nine, which is determined to be invalid or unenforceable and is not waived by the other. If any applicable law or rule requires a longer prior notice of the termination of or election not to renew this Agreement, or the taking of some other action hereunder, than is required hereunder, the longer prior notice required by such law or rule shall be substituted for the notice requirements hereof.

(e) Whenever this Agreement requires Another Nine's advance approval, agreement or consent, Franchisee agrees to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, Another Nine has the absolute right to refuse any request by Franchisee or to withhold Another Nine's approval of any action or omission by Franchisee. If Another Nine provides to Franchisee any waiver, approval, consent, or suggestion, or if Another Nine neglects or delays Another Nine's response or deny any request for any of those, Another Nine will not be deemed to have made any warranties or guarantees which Franchisee may rely on, and will not assume any liability or obligation to Franchisee. In no event may Franchisee make any claim for money damages based on any claim or assertion that Another Nine has unreasonably withheld, delayed or conditioned any consent or approval of this Agreement. Franchisee hereby irrevocably waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense, whether in litigation, arbitration, or any other proceeding. Franchisee's sole remedy for the claim will be an action or proceeding to enforce this Agreement provisions, for a specific performance or for declaratory judgment.

(f) We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time:

(i) Another Nine does not exercise a right or power available to Another Nine under this Agreement;

(ii) Another Nine does not insist on Franchisee's strict compliance with the terms of this Agreement;

(iii) if there develops a custom or practice which is at variance with the terms of this Agreement; or

(iv) if Another Nine accepts payments which are otherwise due to Another Nine under this Agreement. Similarly, Another Nine's waiver of any particular breach or series of breaches under this Agreement or of any similar Term in any other agreement between Franchisee and Another Nine or between Another Nine and any other franchise owner, will not affect Another Nine's rights with respect to any later breach by Franchisee or anyone else. Franchisee and Franchisee's Owners acknowledge that Another Nine has and may, at different times, in Another Nine's absolute and sole discretion, approve exceptions or changes from the uniform standards of the System, which Another Nine deems desirable or necessary under particular circumstances. Franchisee understands that Franchisee has no right to object to or automatically obtain such variances, and any exception or change must be approved in advance by Another Nine in writing. Franchisee understands that existing franchisees may operate under different forms of agreements and that the rights and obligations of existing franchisees may differ materially from this Agreement.

(g) ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN FRANCHISEE AND/OR THE FRANCHISE PRINCIPALS AND ANOTHER NINE MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY(S) WITHIN

ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN), EXCEPT FOR CLAIMS ARISING FROM: (i) CLAIMS FOR INDEMNIFICATION; AND/OR (ii) UNAUTHORIZED USE OF THE PROPRIETARY MARKS. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT THE FAILURE TO STRICTLY COMPLY WITH THE FOREGOING TIME LIMITATIONS SHALL ACT TO IRREVOCABLY BAR SUCH CLAIMS OR ACTIONS. HOWEVER, THIS PROVISION DOES NOT LIMIT ANOTHER NINE'S RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

(h) Another Nine will not, because of this Agreement or by virtue of any approvals, advice or services provided to Franchisee, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

29. STANDARD OF REASONABLENESS

Another Nine agrees to exercise reasonable business judgment with respect to all determinations to be made by Another Nine pursuant to this Agreement (except those to be made in Another Nine's sole discretion), including, without limitation, the nature and extent of the operational assistance required by Franchisee from time to time, specifications and standards for food, equipment, fixtures, signs, supplies and materials and approval of any suppliers thereof, products and services, specifications, standards and operating procedures and rules prescribed from time to time for the Facility.

30. LIMITED LIABILITY COMPANY/PARTNERSHIP/CORPORATION

If Franchisee is a corporation, limited liability company, or partnership (each, an "Entity"), Franchisee represents, warrants and agrees that:

(a) Franchisee shall, throughout the Term, remain validly existing and in good standing under the laws of the state of its formation and qualified to do business in the state where the Facility is located;

(b) Franchisee shall conduct no other business other than the operation of the Facility pursuant to this Agreement (or other franchise agreements, if any, with Another Nine);

(c) Franchisee shall cause each of its direct and indirect owners, their spouses, and such other persons as Another Nine may designate to execute a guaranty ("Guaranty") in Another Nine's prescribed form, which shall require such persons to (i) guarantee Franchisee's performance under this Agreement and any ancillary agreements between Franchisee and Another Nine, and (ii) be bound jointly and severally by all provisions of this Agreement and such ancillary agreements; provided, however, that this requirement shall not apply to a corporation whose shares are publicly traded on a national securities exchange;

(d) Franchisee shall designate one of its owners, subject to Another Nine's prior written approval, to serve as Franchisee's designated representative (the "Designated Representative") for all dealings between Another Nine and Franchisee. Franchisee shall not change the Designated Representative without Another Nine's prior written consent. The Designated Representative shall have full authority to act on Franchisee's behalf in all matters relating to this Agreement and the Facility. All decisions made by the Designated Representative shall be final and binding on Franchisee, and Another Nine shall be entitled to rely solely on the decisions and authority of the Designated Representative without any obligation to consult with any other person. Another Nine shall not be liable to Franchisee for any actions taken in reliance on the Designated Representative's decisions or instructions. If Franchisee names multiple Designated Representatives, Another Nine may rely on the decision of any one of them, acting alone; and

(e) No manager, member, partner, officer, shareholder, or owner of Franchisee may conduct any other indoor golf business without Another Nine's prior written consent.

31. NOTICES

All notices which Another Nine shall or may serve upon Franchisee pursuant to the Terms hereof shall be sent as follows:

All notices that Franchisee shall or may serve upon Another Nine shall be sent as follows:

Another Nine, LLC
727 Madison Ave
Covington, KY 41011
Attention: Franchise Department

Either party hereto may from time to time provide additional addresses or substitute addresses as the case may be by notice pursuant to this Section. All notices permitted or required to be delivered by the provisions of this Agreement or of the Manuals shall be in writing and shall be deemed effective upon receipt or refusal when delivered via the United States Postal Service by Certified Mail, Return Receipt Requested, or Express Mail or via recognized national (or, as appropriate, international) courier, Return Receipt Requested, with postage or fees prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Notices may also be delivered by email to the email address designated by each party, provided that the sender receives confirmation of receipt.

32. RISK OF OPERATIONS

Franchisee recognizes that there are many uncertainties of this business and, therefore, Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement, no representations, warranties, guarantees, or agreements have been made to Franchisee, either by Another Nine or by anyone acting on its behalf or purporting to represent it, including, but not limited to, the viability of the Location, the prospects for successful operations, the level of business or profits that Franchisee might reasonably expect, the desirability, profitability, or expected traffic volume of the Location, notwithstanding the fact that Another Nine may select the franchised location with Franchisee’s prior approval thereof. Franchisee hereby acknowledges that all such factors are necessarily dependent upon variables that are beyond Another Nine’s control, including, without limitation, the ability, motivation, amount, and quality of effort expended by Franchisee, and therefore, Franchisee releases Another Nine, its subsidiaries, successors and affiliated corporations (including all Affiliates of Another Nine), their officers, directors, affiliates and employees from any and all claims, suits, and liability relating to the operation of the Location, including, but not limited to, the viability of the Location or the results of its operation.

33. MODIFICATION OF THE SYSTEM

Franchisee recognizes and agrees that from time to time hereafter, Another Nine may change or modify any portion of the System and the Proprietary Marks including, but not limited to, the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials. Franchisee shall accept and use, for the purpose of this Agreement, any such change in the System, including new or modified Proprietary Marks or copyrighted materials, new menu items, Another Nine facility modification, new signage or new techniques, as if they were part of this Agreement at the time of execution hereof. Franchisee shall make such expenditures and such changes or modifications in the System as Another Nine in its sole discretion, deems advisable.

34. FRANCHISEE ACKNOWLEDGMENTS

(a) Franchisee and the Franchise Principals acknowledge that each has conducted an independent investigation of the franchise granted hereunder and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee and its affiliates as an independent business operator. Another Nine expressly disclaims the making of and Franchisee and the Franchise Principals acknowledge that each has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

(b) Franchisee and the Franchise Principals acknowledge that each has read and understood this Agreement including any exhibits attached hereto and that its representatives have been given the opportunity to clarify provisions that it did not understand and that it had ample time and opportunity to consult with advisors of its own choosing. Franchisee and the Franchise Principals further represent that each understands the terms, conditions and obligations of this Agreement and the franchise and agrees to be bound thereby.

(c) Franchisee acknowledges that it has received Another Nine's Franchise Disclosure Document at least fourteen (14) calendar days prior to (i) the date that it has executed this Agreement, or (ii) a payment to Another Nine or an Affiliate in connection with the proposed franchise sale.

(d) Franchisee and the Franchise Principals acknowledge that neither Another Nine nor anyone acting on behalf of Another Nine has made any representations, inducements, promises or agreements, orally or otherwise, respecting the subject matter of this Agreement that is not embodied herein, in Another Nine's Franchise Disclosure Document, or in any written addendum or amendment to this Agreement. Franchisee and the Franchise Principals further acknowledge that neither Another Nine nor its representatives has made any representation or guarantees orally or in writing as to any gross sales, net profits, gross profits, revenues or other earnings that they can expect.

(e) Franchisee and the Franchise Principals are aware of the fact that some franchisees of Another Nine may operate under different forms of agreements and, consequently, that Another Nine's obligations and rights in respect to its various franchisees may differ materially in certain circumstances.

THIS AGREEMENT SHALL NOT BE BINDING ON ANOTHER NINE UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF ANOTHER NINE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS THE FRANCHISEE SHALL HAVE RECEIVED A FRANCHISE DISCLOSURE DOCUMENT AND RELATED DOCUMENTS, IF ANY, IN SUCH FORM AND MANNER AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

**Another Nine:
ANOTHER NINE, LLC**

By: _____
Name: _____
Title: _____

**FRANCHISEE:
[FRANCHISEE ENTITY NAME]**

By: _____
Name: _____
Title: _____

**[INDIVIDUAL or PRINCIPAL FRANCHISE
NAME]**

By: _____

**[INDIVIDUAL or PRINCIPAL
FRANCHISEE NAME]**

By: _____

**[INDIVIDUAL or PRINCIPAL FRANCHISE
NAME]**

By: _____

**[INDIVIDUAL or PRINCIPAL
FRANCHISEE NAME]**

By: _____

**EXHIBIT A TO ANOTHER NINE, LLC
FRANCHISE AGREEMENT
MAP OR DESCRIPTION OF TERRITORY**

Description of Territory

**EXHIBIT B TO ANOTHER NINE, LLC
FRANCHISE AGREEMENT**

CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

In consideration of and as a material inducement to Another Nine, LLC (“us”, “our” or “we”) to execute and deliver the Franchise Agreement between us and [FRANCHISEE] (the “Franchisee”) dated _____ (the “Franchise Agreement”), the undersigned (“you” or “your”), each having an ownership interest in the Franchise Agreement or the Franchisee, agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the same meaning ascribed to them in the Franchise Agreement. The terms set forth below shall have the following meanings:

(a) **Affiliate.** The term “Affiliate” means, with respect to any Person, any other person that directly, indirectly, or through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and includes any subsidiaries or other business entities that are beneficially owned by such Person or its affiliates.

(b) **Agreement.** The term “Agreement” means this Confidentiality, Non-solicitation and Non-competition Agreement.

(c) **Competitive Business.** The term “Competitive Business” means (i) any indoor or outdoor golf facility or business, (ii) any business that sells, leases, or distributes golf equipment, technology, and/or apparel, (iii) any business that offers or sells goods or services that are the same as, similar to, or competitive with the goods or services being offered by Another Nine locations at any time during the term of the Franchise Agreement or at the time of termination, including without limitation, golf simulator services, golf instruction, golf retail, golf entertainment services, and related goods and services, or (iv) any business that grants franchises, licenses, or similar rights to others to operate or provides services to the types of businesses specified in subparagraphs (i-iii) (other than an Another Nine location operated under a valid franchise agreement with us).

(d) **Confidential Information.** The term “Confidential Information” includes the System, including but not limited to, a program of accounting, identification schemes, specifications, standards, management systems, techniques, financial information and business operations as well as the contents of the Manuals provided by us to the Franchisee and/or any Franchise Principal for operation of the Facility as well as any other information **described** in Section 15 of the Franchise Agreement as constituting “Confidential Information”.

(e) **Person.** The term “Person” means any corporation, professional corporation or association, partnership (limited or general), joint venture, trust, association or other business entity or enterprise or any natural person.

OPERATIVE TERMS:

You and we agree as follows:

2. Confidentiality. You will: (a) not use the Confidential Information in any other business or capacity; (b) maintain the absolute confidentiality of the Confidential Information during and after the term of your ownership in, or employment by us; (c) not make unauthorized copies of any portion of the

Confidential Information disclosed in written or electronic form; and (d) comply with all procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

3. In-Term Competitive Restrictions. During the time that you are one of our Franchisees and/or Franchise Principals, unless we otherwise permit in writing, you agree that you will not, directly or indirectly (e.g., through a spouse or child):

- (a) have any direct or indirect interest as a disclosed or beneficial owner, or in any other capacity in any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Competitive Business, wherever located;
- (b) act as a landlord, guarantor or lender to a Competitive Business or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located;
- (c) recruit or hire any of our employees or employees of our Affiliates, or any of our franchisees, without obtaining the prior written permission of that person's employer; or
- (d) divert or attempt to divert any business or customer from Another Nine to any Competitive Business, or otherwise take any action injurious or prejudicial to the goodwill associated with the System.

In the event of a violation of Section 3(c), you acknowledge that we will suffer immediate and irreparable harm and that monetary damages may be difficult to calculate. Therefore, you agree to pay us, our Affiliate or the affected franchisee, as liquidated damages and not as a penalty, an amount equal to two (2) times the highest annual salary, wages, commissions, bonuses or other compensation of the person involved in such violation during their last 24 months of employment, plus all costs, expenses and reasonable attorneys' fees incurred in connection with such violation. You acknowledge that this amount represents a reasonable estimate of the actual damages we would suffer. This remedy shall be in addition to, and not in lieu of, any other remedies available to us at law or in equity, including but not limited to temporary and permanent injunctive relief, which you agree we shall be entitled to without posting any bond or security. Nothing in this Section prohibits you from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

4. Post-Term Competitive Restrictions. For a period of two (2) years following the date that you cease to be one of our Franchisees and/or Franchise Principals, you agree that you will not, directly or indirectly (e.g., through a spouse or child):

- (a) have any direct or indirect interest as a disclosed or beneficial owner, investor, lender, guarantor, or in any other capacity in a Competitive Business located, operating, or soliciting customers: (i) within ten (10) miles of the Facility; or (ii) within ten (10) miles of any Another Nine facility, whether owned by us, our Affiliates, or any of our franchisees that is in operation, under construction, or under contract on the date you cease to be one of our Franchisees and/or Franchise Principals. This restriction applies regardless of whether such Competitive Business operates through physical locations, online platforms, mobile applications, or any other means of distribution;
- (b) act as a landlord, guarantor, lender or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business located or operating: (i) within ten (10) miles of the Facility; or (ii) within ten (10) miles of any Another Nine

facility, whether owned by us, our Affiliates, or any of our franchisees in operation or under construction on the date you cease to be one of our owners or employees;

(c) recruit or hire any employee of ours, or our Affiliates, or any of our franchisees, without obtaining the prior written permission of that person's employer; or

(d) divert or attempt to divert any business or customer from Another Nine facilities to any Competitive Business, or otherwise take any action injurious or prejudicial to the goodwill associated with the System.

In the event of a violation of Section 4(c), you must pay to us, our Affiliate or the affected franchisee, as liquidated damages and not as a penalty, an amount equal to two (2) times the annual salary of the person involved in such violation, plus all costs and attorneys' fees we incur in connection with such violation. Nothing in this Section prohibits you from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

5. **Acknowledgment.** You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants contained in this Agreement will not deprive you of your personal goodwill or ability to earn a living.

6. **Severability and Substitution.** To the extent that any portion of this Agreement is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, length of time or remedy, but may be made enforceable by reduction, adjustment, or modification of any or all thereof, you and we agree that this Agreement will be enforced to the fullest extent permissible under the laws or public policies of the jurisdiction in which enforcement is sought, and such reduced or modified provision will be enforced to the fullest extent.

7. **Acquisition.** You agree that the confidentiality and competitive undertakings and restrictions survive any change in our ownership, any merger or consolidation, any sale of our assets, and any assignment or transfer of this Agreement.

8. **Extension of Time Period.** The time period during which you are to refrain from any of the activities listed in this Agreement will be automatically extended by any length of time during which you or any of your Affiliates, successors, or assigns are in breach of any provision of this Agreement. This Agreement will continue through the duration of the extended time periods.

9. **Suspension of Compensation.** We will not be required to pay any other compensation to you during any period of time in which you are in breach of this Agreement. Upon such breach, you forfeit payment of such amounts without limitation on any other remedies available to us for redress.

10. **No Defense or Setoff.** You must not assert, by way of defense or setoff, any alleged breach or damage caused by you if we must enforce this Agreement against you.

11. **Injunctive Relief.** You and we agree that the breach of this Agreement will result in irreparable harm to us, and that no monetary award can fully compensate us if you violate it. Thus, if you breach this Agreement, you agree that we will be entitled to an injunction restraining you from any further breach. Such injunctive relief may be obtained without bond, but upon due notice, in addition to such other and further remedies or relief as may be available to us at equity or law.

12. **Miscellaneous.**

(a) **Complete Agreement.** This Agreement contains the complete agreement between the parties concerning this subject matter. This Agreement supersedes any prior or contemporaneous agreement, representation or understanding, oral or written, between them. The continued relationship between the parties described in this Agreement constitutes full and sufficient consideration for the binding commitment of the parties to this Agreement.

(b) **Waiver and Amendment.** A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by all parties or the party waiving such provision. No waiver of any term of this Agreement will operate as a waiver of any other term of this Agreement or of that same term at any other time.

(c) **Rights Cumulative.** No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

(d) **Governing Law and Forum.** This Agreement is governed by Ohio law without regard to conflict of laws principles. The parties agree that any state court of general jurisdiction or United States District Court located in the county and state where we maintain our principal place of business at the time an action is commenced shall be the exclusive venue and forum for any case or controversy arising from or relating to this Agreement. The parties hereby waive any objection to personal jurisdiction and venue in such courts. The exclusive choice of jurisdiction does not preclude the bringing of any action by any party for the enforcement of any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction. The provisions of the Franchise Agreement, to the extent they are not inconsistent with the express provisions of this Agreement, are affirmed, ratified and incorporated herein by reference.

(e) **Third-Party Beneficiary.** The parties understand and acknowledge that the Franchisor's Affiliates and the Franchisee and Franchise Principals are third-party beneficiaries of the terms of this Agreement and, at their option, may enforce the provisions of this Agreement with you. Your obligations under this Agreement will continue for the benefit of our successors and assigns.

(f) **Background Information.** The background information is true and correct and is incorporated into this Agreement. This Agreement will be interpreted with reference to the background information.

Intending to be bound, the parties sign below:

ANOTHER NINE, LLC

[FRANCHISE ENTITY]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[INDIVIDUAL FRANCHISEE NAME]

By: _____
Date: _____

[INDIVIDUAL FRANCHISEE NAME]

By: _____
Date: _____

[INDIVIDUAL FRANCHISEE NAME]

By: _____
Date: _____

[CONTINUED ON NEXT PAGE]

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

**EXHIBIT C TO ANOTHER NINE, LLC
FRANCHISE AGREEMENT**

OWNER'S GUARANTY

As an inducement to Another Nine, LLC (“us”, “our” or “we”) to execute and deliver the Franchise Agreement between us and [FRANCHISEE] (the “Franchisee”) dated _____ (the “Agreement”), and any collateral agreements between the Franchisee and us, our Affiliates (as defined in the Agreement) or Approved Suppliers (collectively, the “Collateral Agreements”), each of the undersigned individuals (“you”), each having a direct or indirect ownership interest in Franchisee or being a spouse of an owner of Franchisee, agrees as follows:

1. Scope of Guaranty. Each of you signing this Guaranty jointly, severally and unconditionally: (a) guarantee to us and our successors and assigns that the Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and each Collateral Agreement; (b) agree to be personally bound by every provision of the Agreement, any Collateral Agreement and any obligation of any Owner pertaining to the Franchisee; and (c) agree to be personally liable for and indemnify us against any loss or damage we or our Affiliates may sustain as a result of any breach of the Agreement, or any Collateral Agreement, by the Franchisee or any other Franchise Principal per the Franchise Agreement.

2. Waivers. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Franchisee or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Franchisee arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. Consents and Agreements. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement and each Collateral Agreement upon demand if the Franchisee fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and each Collateral Agreement and, if required by the Agreement, after its termination or expiration.

4. Enforcement Costs. If we are required to enforce this Guaranty in any judicial or mediation proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorney’s assistants’, mediators’ and expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Effectiveness. Your obligations under this Guaranty are effective on the Agreement Date (as defined in the Agreement), regardless of the actual date of signature. Defined terms that are used but not otherwise defined in this Guaranty shall have the meanings ascribed to them in the Agreement.

6. Governing Law and Venue. THIS GUARANTY IS GOVERNED BY OHIO LAW. YOU AND WE AGREE THAT ANY STATE COURT OF GENERAL JURISDICTION SITTING IN THE COUNTY AND STATE WHERE OUR PRINCIPAL PLACE OF BUSINESS AT THE TIME AN ACTION IS COMMENCED OR THE UNITED STATES DISTRICT COURT FOR THE COUNTY AND STATE WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THE ACTION IS COMMENCED SHALL BE THE VENUE AND EXCLUSIVE FORUM IN WHICH TO ADJUDICATE ANY CASE OR CONTROVERSY WHATSOEVER BETWEEN OR AMONG YOU, THE FRANCHISEE'S AND/OR ITS OWNERS AND US AND EACH OF YOU ARE OBLIGATED TO SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION FOR THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION.

All undefined terms in this Owner's Guaranty shall have the same meanings ascribed to such terms in the Agreement.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

**PERCENTAGE OF OWNERSHIP
INTEREST IN FRANCHISEE**

GUARANTOR(S):

, individually (remove franchise principal once name is listed and use, individually only [FRANCHISE PRINCIPAL, individually])

By: _____
Date: _____

[FRANCHISE PRINCIPAL, individually]

By: _____
Date: _____

[FRANCHISE PRINCIPAL, individually]

By: _____
Date: _____

**EXHIBIT D TO ANOTHER NINE, LLC
FRANCHISE AGREEMENT**

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment”) is made, entered into and effective as of the effective date of the Lease (as defined herein below), by, between and among ANOTHER NINE, LLC, an Ohio limited liability company, with its principal business address located at 727 Madison Ave, Covington, KY 41011 (“Franchisor”), and [FRANCHISEE] whose current principal place of business is [ADDRESS] (“Franchisee”).

BACKGROUND INFORMATION

Franchisor entered into that certain Franchise Agreement (the “Franchise Agreement”) dated as of _____ with Franchisee, pursuant to which Franchisee plans to own and operate a Another Nine indoor golf facility (the “Facility”) located at [LOCATION ADDRESS] (the “Site”). In addition, pursuant to that certain Lease Agreement (the “Lease”), Franchisee has leased or will lease certain space containing the Facility described therein from [LANDLORD] (the “Lessor”). The Franchise Agreement requires Franchisee to deliver this Assignment to Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

Franchisor and Franchisee agree as follows:

1. Background Information: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information.

2. Incorporation of Terms: Terms not otherwise defined in this Assignment have the meanings as defined in the Lease.

3. Indemnification: Franchisee and the Franchise Principals (as such term is defined in the Franchise Agreement) agree to indemnify and hold Franchisor and its Affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, Franchisee’s breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. Conditional Assignment: Franchisee hereby grants to Franchisor a first-priority security interest in and to the Lease, all of the furniture, fixtures, equipment, inventory, licenses, permits, intellectual property, accounts receivable, and supplies located in or relating to the Site and the franchise relating to the Facility, and all of Franchisee’s rights, title and interest in and to the Lease as collateral for the payment of any obligation, liability or other amount owed by Franchisee or its Affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by Franchisee under the terms of the Lease, or, in the event Franchisor makes any payment to the Lessor as a result of Franchisee’s breach of the Lease, then such payment by Franchisor, or such breach or default by Franchisee, shall at Franchisor’s option be deemed to be an immediate default under the Franchise Agreement, and Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of Franchisee in and to the Lease and to all other remedies described herein or in the Franchise

Agreement or at law or in equity, without prejudice to any other rights or remedies of Franchisor under any other Agreements or under other applicable laws or equities. In addition, if Franchisor or its Affiliates elects to acquire the assets of the Facility or acquires the ownership interests of Franchisee, and Lessor agrees to Franchisor's assumption thereof, Franchisee will assign all of its rights to the Lease and the Site to Franchisor. This Assignment shall constitute a lien on the interest of Franchisee in and to the Lease until satisfaction in full of all amounts owed by Franchisee to Franchisor. In addition, the rights of Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. No Subordination: Franchisee shall not permit the Lease to become subordinate to any lien, encumbrance, or other interest without first obtaining Franchisor's prior written consent, which may be withheld in Franchisor's sole discretion, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, or any liens securing the initial bank financing for the development of the Facility at the Site as provided in the Franchise Agreement. Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of Franchisor. Any attempt at termination, modification, or amendment of any of the terms without such written consent is null and void.

6. Exercise of Remedies: In any case of default by Franchisee under the terms of the Lease or by Franchisee or any Franchise Principal under the terms of the Franchise Agreement, Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

- (a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;
- (b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of Franchisee;
- (c) to exclude Franchisee, its agents or employees from the Site;
- (d) as attorney-in-fact for Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Facility and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;
- (e) to cancel or terminate any unauthorized agreements or subleases entered into by Franchisee, for any cause or ground which would entitle Franchisor to cancel the same;
- (f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Site or the Site that may seem judicious, in the sole discretion of Franchisor; and
- (g) to insure and reinsure the same for all risks incidental to Franchisor's possession, operation and management thereof; and/or

(h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of Franchisee's and the Franchise Principals' rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of Franchisee's default under the Lease.

7. Power of Attorney: Franchisee does hereby appoint irrevocably Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage, and operate the Site to any person, firm, or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights, powers, and immunities, exoneration of liability and rights of recourse and indemnity as Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified, or altered without the prior written consent of Franchisor. Franchisee hereby irrevocably waives any right to terminate or revoke this power of attorney and agrees that such power of attorney shall survive Franchisee's incapacity, dissolution, or bankruptcy.

8. Election of Remedies: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between Franchisor and Franchisee or between Franchisor and any of the Franchise Principals (or any combination thereof), but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by Franchisor of any rights hereunder will cure, waive, or affect any default hereunder or default under the Franchise Agreement, and all such rights shall be cumulative and non-exclusive. No inaction or partial exercise of rights by Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by Franchisor of any such rights and remedies shall be construed as a waiver by Franchisor of any future rights and remedies.

9. Binding Agreements: This Assignment and all provisions hereof shall be binding upon Franchisor, Franchisee and the Franchise Principals, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of business entities hereby represent, warrant, and covenant that: (i) such execution has been duly authorized by all necessary entity authorizations, approvals, and consents; (ii) they have full authority to bind their respective entities; and (iii) upon execution, this Assignment shall constitute a legal, valid, and binding obligation of such entities.

10. Assignment to Control: This Assignment governs and controls over any conflicting provisions in the Lease.

11. Attorney's Fees, Etc.: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or mediation or bankruptcy proceeding from the non-prevailing Party.

12. Severability: If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISEE:
[FRANCHISEE ENTITY NAME]

FRANCHISOR:
ANOTHER NINE, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[INDIVIDUAL/PRINCIPAL NAME]

By: _____

[INDIVIDUAL/PRINCIPAL NAME]

By: _____

**[INDIVIDUAL/PRINCIPAL FRANCHISE
NAME]**

By: _____

The Lessor hereby consents, agrees with, approves of and joins in with this CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE.

LESSOR:
[LANDLORD NAME]

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT B – AREA DEVELOPER AGREEMENT

AREA DEVELOPER AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective on the date set forth in Attachment “A” of this Agreement between Another Nine, LLC, a Ohio limited liability company (“we”, “us” or “our”), and the area developer identified in, and having the principal address set forth in, Attachment “A” of this Agreement (hereinafter “you,” “your” or “Area Developer”). If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Agreement.

WITNESSETH:

WHEREAS, Franchisor owns and has developed a distinctive and proprietary system and substantial know-how in the indoor golf facility industry ("Another Nine Businesses"), which includes proprietary methods, procedures, special designs, operating manuals, business formats, layouts, standards, specifications and advertising techniques (collectively, the “System”) for the operation of Another Nine indoor golf facilities. The Another Nine Businesses operate under certain trade names, trademarks, service marks, logos, emblems and other commercial symbols, including but not limited to the mark "Another Nine" (collectively, the "Proprietary Marks"), all of which Franchisor may improve, further develop or modify from time to time. The success of the Another Nine Businesses and its franchisees depends substantially upon the goodwill associated with the Proprietary Marks and the adherence to the highest standards of business conduct, efficient operations, and courteous service to the public in accordance with Franchisor's specifications and policies;

WHEREAS, we and our affiliates have developed and use, promote and license certain trademarks, service marks and other commercial symbols in operating Another Nine Businesses, including the mark “Another Nine,” which has gained and will continue to gain public acceptance and goodwill, and we may create, use and license other trademarks, service marks and commercial symbols for use in operating Another Nine Businesses (collectively, the “Marks”);

WHEREAS, we and our affiliates continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance and service;

WHEREAS, you wish to obtain certain development rights to open and operate Another Nine Businesses operating under the Marks under the System within the Development Area described in this Agreement; and

WHEREAS, in addition to this Agreement, we and you have entered into a franchise agreement on the same date (“Initial Franchise Agreement”) for the right to establish and operate the first Another Nine Business to be developed by you under this Agreement (“Initial Business”).

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows:

1. GRANT

1.1 We hereby grant to you, pursuant to the terms and conditions of this Agreement, certain development rights (“Development Rights”) to establish and operate the number of Another Nine Businesses identified in Attachment “A”, and to use the System solely in connection therewith at specific locations to be designated in separate franchise agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule established in Attachment “C” of this Agreement (“Development Schedule”). Each Another Nine Business developed hereunder shall be located in the area described in Attachment “B” of this Agreement (“Development Area”). Enclosed malls, institutions (including but not limited to hospitals), colleges, universities, train stations, bus stations, airports, parks (including but not limited to theme parks),

sports arenas, convention centers, and other facilities or venues where events are scheduled, are expressly excluded from the Development Area.

1.2 The Initial Franchise Agreement shall be executed and delivered, concurrently with the execution and delivery of this Agreement. Each subsequent Another Nine Business for which a Development Right is granted hereunder shall be established and operated pursuant to the form of franchise agreement then being used, which is to be entered into between you and us in accordance with Section 3 hereof. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement, except that each shall have the same royalty rate as the Initial Franchise Agreement.

1.3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a Another Nine Business in the Development Area during the term of this Agreement, provided you are not in default hereunder.

1.4 This Agreement is not a franchise agreement and does not grant to you any right to use the Marks or System unless a franchise agreement is in effect.

1.5 You shall have no right under this Agreement to franchise others under the Marks or System.

2. DEVELOPMENT FEE

In consideration of the Development Rights granted herein, you shall pay to us a development fee (“Development Fee”) in the amount set forth in Attachment “A” of this Agreement, depending on the total number of Another Nine Businesses you have agreed to develop. The Development Fee is payable in a lump sum upon execution of this Agreement and is not refundable under any circumstances, regardless of whether you open any of the Another Nine Businesses under this Agreement.

3. SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 You shall assume all responsibility and expense for locating potential sites for Another Nine Businesses. You shall obtain our written acceptance of any proposed site for the Another Nine Business in accordance with our procedures, which acceptance will not be unreasonably withheld. Unless we provide our specific acceptance of your proposed site, the site is deemed unaccepted. Unless we provide our specific acceptance of a proposed site, the site is deemed not accepted.

3.2 Recognizing that time is of the essence, you agree to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Development Schedule in a timely manner. Your failure to adhere to the Development Schedule, will constitute a material event of default under this Agreement for which we may exercise its rights under Section 9.1 and 9.2 of this Agreement. Under no circumstances, however, may you open a Another Nine Business unless and until there is a fully executed franchise agreement in place for such Another Nine Business and you have complied with all requirements under the franchise agreement for opening such Another Nine Business.

3.3 You shall exercise each Development Right granted herein only by executing a franchise agreement for each Another Nine Business at a site accepted by us in the Development Area. The Initial Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The franchise agreement for each additional Development Right exercised hereunder shall be the then-current franchise agreement. We will have the number of days listed in the franchise agreement after we receive all needed information to accept or reject your proposed site for each Another Nine Business. For each accepted Another Nine Business site, you must execute the then-current franchise agreement and return it to us within fourteen (14) days after your receipt of said franchise agreement. In the event we do not receive the properly executed franchise agreement within said fourteen (14) days from delivery thereof to you, our acceptance of the site shall be void, you shall have no rights with respect to said site and you shall be in default under this Agreement.

3.4 You acknowledge that our acceptance of a particular site for a Another Nine Business by us shall not be deemed to be an assurance or guaranty that the Another Nine Business will operate successfully or at a profit from such site.

4. DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Subject to the provisions of this Agreement, we grant to you the Development Rights, as described in Section 1.1.

4.2 Provided you are in full compliance with all the terms and conditions of this Agreement, including without limitation your development obligations described in Section 3.2, and you are in full compliance with all of your obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of Another Nine Businesses within the Development Area, except the franchises that are granted to you pursuant to this Agreement and except as otherwise expressly provided in this Agreement. You acknowledge that the Development Area may already include existing Another Nine Businesses, and that you may not develop a Another Nine Business that infringes on the territorial rights of a then-existing Another Nine Businesses.

4.3 Upon the termination or expiration of this Agreement: (a) you shall have no further right to construct, equip, own, open or operate additional Another Nine Businesses which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you and us, which is then in full force and effect; and (b) we and our affiliates shall have the unrestricted right to develop and operate, and to grant to others development rights and franchises to develop and operate, Another Nine Businesses within the Development Area, subject to any territorial rights previously granted to you with respect to Another Nine Businesses operated by you pursuant to the franchise agreements.

4.4 Except as expressly limited by Section 3.2 above, we and our affiliates retain all rights with respect to Another Nine Businesses, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to offer and sell and to grant others the right to offer and sell the products and services offered at Another Nine Businesses, within or outside the Development Area, under trade and service marks other than the Marks and under any terms and conditions we deem appropriate;

4.4.2 to own, franchise, establish and license to others to establish or operate Another Nine Businesses at any location outside the Development Area and on any terms and conditions we deem appropriate and regardless of proximity to your Another Nine Businesses;

4.4.3 to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Development Area. This includes, but is not limited to, other channels of distribution such as catalog sales, fairs, expos, pet shows and the like, telemarketing or other direct marketing sales or over the Internet (together, the "Alternative Distribution Channels"). You may not use Alternative Distribution Channels to make sales outside or inside your Development Area and you will not receive any compensation for our sales through Alternative Distribution Channels;

4.4.4 to engage in any transaction, including to purchase or be purchased by, to merge or combine with, to convert to the System or be converted into a new system with any business, whether franchised or corporately owned, including a business that competes directly with your Another Nine Businesses, wherever located; provided that in such situations, the newly acquired businesses may not operate under the Marks in the Development Area;

4.4.5 the right to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs; and

4.4.6 to engage in any other business activities not expressly prohibited by the Agreement, both within and outside your Development Area.

We are not required to pay you if we exercise any of the rights specified above within the Development Area. We do not pay compensation for soliciting or accepting orders inside the Development Area.

5. RENEWAL

There is no renewal period. Upon expiration of this Agreement you may enter into our then-current area development agreement, subject to our approval and availability.

6. TERM

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the earlier of: (a) the termination date listed on Section 2 of Attachment "C"; or (b) completion of the obligations of the Development Schedule.

7. YOUR OBLIGATIONS

7.1 You acknowledge and agree that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Another Nine Business and to submit the same to us for our acceptance in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by us to you of any rights to use the Marks, the System, or to open or operate any Another Nine Businesses within the Development Area. You shall obtain the license to use such additional rights at each Another Nine Business upon the execution of each franchise agreement by both you and us and only in accordance with the terms of each franchise agreement.

7.1.2 The Development Rights granted hereunder are personal to you and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section 11 hereof. The provisions of this Section 7.1.2 shall not restrict you from transferring an open and operating Another Nine Business in compliance with the assignment provisions contained in such Another Nine Business' franchise agreement.

7.1.3 You have sole responsibility for the performance of all obligations arising out of the operation of your Another Nine Businesses developed under this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.4 In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your Another Nine Business and that the operations of said Another Nine Business are separate and distinct from the operation of your business as an area developer.

7.1.5 You shall, at all times, preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment. You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.6 You shall comply with all requirements of federal, state and local laws, rules and regulations.

7.1.7 You shall at no time have the right to sub-franchise any of your Development Rights hereunder.

7.1.8 In no event shall any Another Nine Business be opened for business unless and until a franchise agreement for such Another Nine Business has been fully executed, all applicable fees (including, but not limited to, the initial franchise fee for such Another Nine Business) have been paid, and you have complied with all of the requirements under the franchise agreement for opening such Another Nine Business.

8. OUR SERVICES

We shall, at our expense, provide the following services:

8.1 Review your site selection for conformity to our standards and criteria for selection and acquisition of sites upon our receipt of your written request for acceptance thereof.

8.2 Provide you with standard specifications and layouts for the interior and exterior design, improvements, equipment, furnishings, décor and signs identified with the Another Nine Businesses as we make available to all area developers and franchisees from time to time.

8.3 Review of your site plan and final build-out plans and specifications for conformity to the construction standards and design specifications of the System, upon our receipt of your written request for acceptance thereof.

8.4 Provide on-site evaluations as we deem necessary, and such other resources and assistance as may hereafter be developed and offered by us to our other area developers in our sole discretion.

9. DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you without opportunity to cure the default, except where prohibited by any applicable state or federal law, whereupon this Agreement immediately shall be terminated in accordance with the provisions of any such law:

9.1.1 If you shall, in any respect, fail to comply with the Development Schedule.

9.1.2 If you shall purport to effect any assignment in violation of Section 11 of this Agreement.

9.1.3 If you make, or have made, any material misrepresentation to us in connection with obtaining this Agreement, any site approval hereunder, or any franchise agreement.

9.1.4 If you default in the performance of any obligation under any franchise agreement with us, provided such default results in the termination of the franchise agreement.

9.1.5 If you suffer a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of any Another Nine Business developed under this Agreement, and permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and you promptly resort to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.6 If you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against you or your property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if your real or personal property shall be sold after levy thereupon by any sheriff, marshal, or constable.

9.1.7 If you, or any shareholder or principal, if you are corporate entity, or any of your affiliates cease to operate all of the Another Nine Businesses opened pursuant to the terms of this Agreement.

9.1.8 If you, or any shareholder or principal, fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Another Nine Businesses required to be opened and operated under this Agreement based upon criteria established by us from time to time

9.2 Upon occurrence of any of the events stated in this Section 9.2, we may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as

may be required by applicable state law) is given by us to you of any of such events, if such defaults are not cured within such period:

9.2.1 If you shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are our property except pursuant to, and in accordance with, a valid and effective franchise agreement.

9.2.2 If you, or persons controlling, controlled by or under common control with you, shall have any interest, direct or indirect, in the ownership or operation of any Competitive Business (as defined in Section 12 below).

9.2.3 If you shall fail to remit to us any payments pursuant to Section 2 when same are due.

9.2.4 If you shall begin work upon any Another Nine Business at any site unless all the conditions stated in Section 3 hereof have been met.

9.2.5 If you fail to obtain our prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.2.6 If you open any Another Nine Business for business before a franchise agreement for such Another Nine Business has been fully executed and the payments due to us pursuant to Section 2 have been paid.

9.2.7 If you default in the performance of any other obligation under this Agreement.

10. OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, you agree as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Another Nine Businesses.

10.1.2 To cease immediately to hold yourself out in any way as an area developer of ours or to do anything which would indicate a relationship between you and us.

10.2 No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or in equity.

11. TRANSFER OF INTEREST

11.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes its obligation under this Agreement and we shall thereby be released from any and all further liability to you.

11.2 The Area Developer is prohibited from assigning this Agreement or any rights to the Development Area without prior written consent from the Franchisor. The provisions of this Section shall not restrict Area Developer from transferring an open and operating Another Nine Business in compliance with the assignment provisions contained in such Another Nine Business' franchise agreement.

12. COVENANTS

12.1 Each Restricted Person (defined as Area Developer, Area Developer's Affiliates, any of Area Developer's or their owners, principal officers, directors, managers, or key employees, and the immediate family members (defined as spouse, domestic partner, children, and parents) of each of the foregoing) acknowledges and agrees that: (i) pursuant to this Agreement, Area Developer and the Franchise Principals will have access to valuable trade secrets, specialized training and Confidential Information from Another Nine and Another Nine's Affiliates regarding the development, operation, management, purchasing, sales, and marketing methods and techniques of the System; (ii) the System and the opportunities, associations and experience Another Nine has established and that Area Developer will have access to under this Agreement are of substantial and material value; (iii) in developing the System, Another Nine and Another Nine's Affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (iv) Another Nine would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and

would be unable to adequately encourage a free exchange of ideas and information among franchisees in the System if franchisees were permitted to hold interests in Competitive Businesses; and (v) restrictions on Area Developer's and the Franchise Principals' rights to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Area Developer's and the Franchise Principals' activities. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you and persons controlling, controlled by or under common control with you shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

12.1.1 Divert or attempt to divert any actual or potential business, sites or customers of your business associated with this Agreement to a Competitive Business, or directly or indirectly, appropriate, use or duplicate the Franchise System or any portion thereof for use in any other business or endeavour. Additionally, employ or seek to employ any person who is then employed by Another Nine or any other Another Nine facility franchisee or developer, or otherwise directly or indirectly induce such person to leave his or her employment. In the event of a violation of this provision, Another Nine will have the right to require Area Developer and/or the Franchise Principals to pay to Another Nine (or such other Another Nine facility franchisee or developer, as the case may be) an amount equal to two times the annual salary of the person(s) involved.

12.1.2 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any business other than a Another Nine Business (including any Another Nine Business operated by you prior to entry into this Agreement), which business is of a character and concept similar to the Another Nine Business, including any (i) indoor or outdoor golf course business, (ii) business that sells golf equipment and/or apparel, (iii) business that offers or sells goods or services that are generally the same as or similar to the goods or services being offered by Another Nine locations, including, without limitation, golf simulator services, and related goods and services, or (iv) business that grants franchises or licenses to others to operate or provides services to the types of businesses specified in subparagraphs (i-iii) (other than an Another Nine location operated under a franchise agreement with us) (a "Competitive Business").

12.2 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous period of two (2) years after the later of: (i) the expiration or termination of this Agreement; (ii) the date Restricted Person ceases to be associated with the Franchised Business; or (iii) the date of a final court order enforcing this provision (if applicable under state law) (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located within one hundred (100) miles of any Another Nine Business in the System.

12.3 Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by you of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered and publicly traded under the Securities Exchange Act of 1934.

12.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

12.5 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 16 hereof.

12.6 You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 12.

12.7 You acknowledge that any failure to comply with the requirements of this Section 12 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive and other equitable relief, without the need of bond, and without first requesting mediation or arbitration against you, from any state or federal court within the jurisdiction in which we have our principal place of business (currently Hamilton County, Ohio), or in any other state or federal district court of competent jurisdiction. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise. You consent to the exercise of personal jurisdiction over you by these courts, and to the propriety of venue in these courts with respect to the entry of these temporary and permanent injunctions.

12.8 At our request, you shall require and obtain the execution of covenants similar to those described in this Section 12 (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons:

12.8.1 All managers of yours who have received training from us;

12.8.2 All officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of you and of any entity directly or indirectly controlling you, if you are a corporation or limited liability company; and

12.8.3 The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership.

Each covenant required by this Section 12.8 shall be in a form satisfactory to us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required by this Section 12.8 shall constitute a default under Section 9 hereof.

12.9 During the term of this Agreement, an officer or agent of ours shall have the right to inspect any Another Nine Business in which you have an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section 12 are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are not in full compliance with the terms of this Section, we shall give notice of such default to you, specifying the nature of such default. If you deny that you are in default hereunder, as specified by us, you shall bear the burden of proving that such default does not exist and must notify us of your position within ten (10) days of receiving our notice. Unless you so deny such default, you shall immediately take all steps to cure said default in a manner satisfactory to us.

13. NOTICES

All notices permitted or required to be delivered by the provisions of this Agreement or of the Manuals shall be in writing and shall be deemed effective upon receipt or refusal when delivered via the United States Postal Service by Certified Mail, Return Receipt Requested, or Express Mail or via recognized national (or, as appropriate, international) courier, Return Receipt Requested, with postage or fees prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Either party hereto may from time to time provide additional addresses or substitute addresses as the case may be by notice pursuant to this Section 31.

15.2 We make no warranties or guaranties upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

16. NON-WAIVER

No failure of ours to exercise any power reserved to us under this Agreement or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights, nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default.

17. SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 11 hereof, any rights or remedies under or by reason of this Agreement.

17.4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement on your behalf.

17.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. ENTIRE AGREEMENT; APPLICABLE LAW

This Agreement, the documents referred to herein and the Attachments attached hereto constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and supersede any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the State of Ohio without regard to the application of Ohio conflict of law rules, and the parties hereto consent to irrevocably submit to the exclusive jurisdiction of all courts located within the County of Hamilton.

19. DISPUTE RESOLUTION

19.1 **Arbitration.** Any claim or controversy arising out of or related to this Agreement or the making, performance, or interpretation of this Agreement shall be finally settled under the Commercial

Arbitration Rules of the American Arbitration Association then in force, by one arbitrator appointed by the American Arbitration Association in accordance with said rules; except for actions brought which are related to or based on the Marks or the copyrights of Franchisor or to enforce the provisions of Article 12 of this Agreement, which actions Franchisor, at its option, may bring either in a court of competent jurisdiction or in arbitration. Notwithstanding the language above, if the action is based on a separate agreement or instrument between Area Developer or the Area Developer Affiliates and Franchisor or the Franchisor Affiliates (such as a promissory note or lease), the dispute resolution procedure in that agreement or instrument will control, rather than this Section; provided, that, at Franchisor's sole option, any claim of any Franchisor Affiliate against a Area Developer Affiliate based on such other agreement or instrument may be brought in arbitration in conjunction with a dispute between the parties that is subject to arbitration under this Section, regardless of any provisions to the contrary contained in that other agreement or instrument. Arbitration proceedings will be conducted in Houston, Ohio and will be heard by one arbitrator in accordance with the then current rules of AAA that apply to commercial arbitration. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court. The arbitrator shall be a resident of the State of Ohio, knowledgeable of Ohio law and fluent in English. The arbitration proceeding and all other hearings shall be conducted in English only, although Area Developer shall have the right, at Area Developer's option and sole expense, to have a translator present at the proceeding or other hearings. The expense of a translator shall not be considered a cost or expense related to an action pursuant to Section 19.8 of this Agreement. The parties further agree that, in connection with any arbitration proceeding, each will file any compulsory counterclaim (as defined by Rule 13 of the U.S. Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates. Any party to an arbitration proceeding may apply to the arbitrator for reasonable discovery from the other. In this Agreement, "reasonable discovery" means a party may submit no more than ten interrogatories, including subparts, 25 requests for admission, 25 document requests, and three depositions per side of the dispute. The foregoing discovery rights and limitations shall control over any contradictory discovery rules of AAA, unless the parties agree otherwise.

19.2 **Arbitration Award.** The parties agree that the award of the arbitrator shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator. The award shall be made and shall promptly be payable in U.S. dollars free of any tax, deduction or offset, and any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The award shall include interest from the date of any damages incurred for breach or other violation, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator, but in no event less than the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, or part of a month, until paid. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction. This provision will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19.3 **Limitations on Proceedings.**

19.3.1 Franchisor and Area Developer agree that arbitration shall be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Franchisor and Area Developer. Further, neither Franchisor nor Area Developer shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving Franchisor and Area Developer with another arbitration of any kind, nor shall Franchisor or Area Developer attempt to certify a class or participate as a party in a class action against the other.

19.3.2 The foregoing notwithstanding, in the event Area Developer controls, is controlled by, or is in active concert with another franchisee of Franchisor, or there is a guarantor of some or all of the Area Developer's obligations to Franchisor, then the joinder of those parties to any arbitration between Franchisor and Area Developer shall be permitted, and in all events, the joinder of an owner, director, officer, manager, partner or other representative or agent of Area Developer shall be permitted.

19.3.3 Area Developer agrees that no claims shall be brought on its behalf or on behalf of any of the Area Developer Affiliates by any third party, including but not limited to any association representing Area Developer.

19.4 **Injunctive Relief.** Nothing herein contained (including provisions regarding arbitration) shall bar Franchisor's right to obtain injunctive relief from any court having valid jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions. Area Developer agrees to entry without bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or order of specific performance, Area Developer further agrees to pay Franchisor an amount equal to the aggregate of its costs of obtaining such relief, including without limitation reasonable attorney's fees, costs of investigation, proof of facts, court costs, other arbitration or litigation expenses, travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any such provisions. Any such action will be brought as provided below.

19.5 **Governing Law/Consent to Jurisdiction/Waiver of Jury Trial.** The United States Federal Arbitration Act shall govern all questions about the enforceability of the dispute resolution procedures in this Agreement and the confirmation of any arbitration awards pursuant to such procedures, and no arbitration issues are to be resolved pursuant to any state or provincial statutes, regulations or common law. Otherwise, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or applicable international trademark law, this Agreement shall be interpreted under the laws of the State of Ohio and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws (and not the laws of conflict) of the State of Ohio, which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, the parties agree that the Ohio Deceptive Trade Practices- Consumer Protection Act (Tex. Bus. and Comm. Code §§ 17.41-17.63) shall not apply to this Agreement or any disputes between the parties. Area Developer and Franchisor have negotiated regarding a forum in which to resolve any disputes that may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding not subject to mandatory arbitration, as specified in Section 19.1 above, involving Area Developer and/or the Area Developer Affiliates and Franchisor and/or the Franchisor Affiliates, the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts located in Hamilton County, Ohio, and each waive any objection either may have to the personal jurisdiction of or venue in such courts. Notwithstanding the foregoing, any legal proceeding by Franchisor or any Franchisor Affiliate not subject to mandatory arbitration may be brought in any court of competent jurisdiction in the country, state, or other geographic area in which the Another Nine Business is located or in which Area Developer or any Area Developer Affiliate resides or owns assets. IF A CLAIM MAY BE BROUGHT IN COURT, THEN FRANCHISOR, THE FRANCHISOR AFFILIATES, AREA DEVELOPER, AND THE AREA DEVELOPER AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

19.6 **No Punitive or Consequential Damages.** Except as specifically permitted elsewhere in this Agreement, neither Franchisor or any of the Franchisor Affiliates, on the one side, nor Area Developer or any of the Area Developer Affiliates, on the other side, shall be liable to the other for punitive or other damages not measured by the other party's actual damages, except as may be required by statute, in any action between the parties, whether of the type subject to mandatory arbitration under Section 19.1 or otherwise, and whether such action is brought in arbitration, litigation, or any other legal proceeding.

19.7 **No Recourse Against Others.** Area Developer agrees that its sole recourse for claims (whether in contract or in tort, in law or in equity, or granted by statute) arising between the parties shall be against Franchisor or its successors and assigns. Area Developer agrees that the shareholders, officers, directors, members, managers, partners, agents, and employees of Franchisor and its affiliates (the "Nonparty Affiliates") shall not be personally liable nor named as a party in any action between Franchisor and Area Developer. To the maximum extent permitted by law, Area Developer waives any such claims against such Nonparty Affiliates.

19.8 Attorneys' Fees.

19.8.1 All costs of arbitration, including the arbitrator's fee, shall be borne by the losing party. Additionally, Area Developer shall reimburse Franchisor for its costs and expenses, including, without limitation, attorneys' fees, which Franchisor incurs in pursuit of its rights following a breach or event of default of or by Area Developer whether or not the pursuit of rights involves litigation or arbitration.

19.8.2 The prevailing party in any action arising out of, or related to this Agreement (including an action to compel arbitration) is entitled to recover from the other party all costs and expenses related to the action, including reasonable attorneys' fees, and all costs of collecting monies owed. If both parties are awarded a judgment in any dollar amount, the court or arbitrator, as applicable, shall determine the prevailing party taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party and the relative equities between the parties.

20. TIMELY PERFORMANCE

You hereby acknowledge that your timely development of the Another Nine Businesses in the Development Area in accordance with the Development Schedule is of material importance to us and you. You agree, as a condition of the continuance of the rights granted hereunder, to develop and open Another Nine Businesses within the Development Area in accordance with the Development Schedule, to operate such Another Nine Businesses pursuant to the terms of the franchise agreements applicable thereto, and to maintain all such Another Nine Businesses in operation continuously. We agree to diligently act upon any request of or approval from you and any material delay in your ability to meet the Development Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder. In the event that you are unable to comply with the Development Schedule due to act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), terrorist event, riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond your control and cannot be overcome by use of normal commercial measures ("Force Majeure"), then upon notice to us, the Development Schedule and this Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Agreement during or after the Force Majeure event.

21. ACKNOWLEDGMENTS

21.3 YOU ACKNOWLEDGE THAT YOU RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED OR ANY PAYMENT WAS MADE TO US OR OUR AFFILIATES.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective on the effective date specified in Attachment “A” of this Agreement.

ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

AREA DEVELOPER

By: _____

Name: _____

Title: _____

ATTACHMENT "A"
DATA SHEET

1. Effective Date. The effective date of the Area Development Agreement set forth in the introductory Paragraph of the Area Development Agreement is: _____.
2. Area Developer. The Area Developer set forth in the introductory Paragraph of the Area Development Agreement is: _____
3. Area Developer's Principal Address: The Area Developer's principal address set forth in the introductory Paragraph of the Area Development Agreement is :

Attn: _____

4. Notice Address. The notice address for Area Developer, as set forth in Section 13 of the Area Development Agreement is:

Attn: _____

5. Development Fee. The Development Fee, as set forth in Section 2 of the Area Development Agreement, is as follows:

Development Fee	Select
Fee for two Another Nine Businesses: \$90,000	
Fee for three Another Nine Businesses: \$120,000	
Fee for four Another Nine Businesses: \$150,000	
Fee for five Another Nine Businesses : \$180,000	

(Signature Page Follows)

AREA DEVELOPER

ANOTHER NINE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT "B"
DEVELOPMENT AREA

The Development Area set forth in Section 1.1 of this Agreement shall be the geographic area described below and/or as depicted on the following map:

AREA DEVELOPER

By: _____

Name: _____

Title: _____

FRANCHISOR

ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT "C"
DEVELOPMENT SCHEDULE

1. The total number of Another Nine Businesses to be developed under this Agreement (including the Initial Business): _____.
2. The termination date of this Agreement shall be the earlier of the date the Development Schedule is complete or _____.
3. Development Schedule:

Another Nine Franchise	Development Period Ending Date	Franchise Agreement Execution Deadline
1	12 months from signing Area Development Agreement	Date of execution of Area Development Agreement
2	12 months from the opening of Another Nine Franchise 1	
3	12 months from the opening of Another Nine Franchise 2	
4	6 months from the opening of Another Nine Franchise 3	
5	6 months from the opening of Another Nine Franchise 4	

AREA DEVELOPER

FRANCHISOR

ANOTHER NINE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT "D"
STATEMENT OF OWNERSHIP

Area Developer: _____
(Print Company Name or Individual Area Developer's Name)

Trade Name (if different from above): _____

Form of Ownership (Check One)

_____ Individual _____ Partnership _____ Corporation _____ Limited Liability Company
_____ Other

If a Partnership, provide name and address of each partner showing percentage owned and whether each is active in management, indicate the state in which the partnership was formed and the date it was formed, and provide a copy of the Partnership Agreement.

If a Corporation, provide the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each, indicate the state and date of incorporation, and provide a copy of the Articles of Incorporation certified by the Secretary of State or other official for the state in which the corporation was formed.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned, indicate the state in which the Limited Liability Company was formed and the date it was formed, and provide a copy of the Articles of Organization certified by the Secretary of State or other official for the state in which the Limited Liability Company was formed and the Operating Agreement.

If another type of business entity, provide the names and addresses of the owners and any officers or managers showing percentage owned, indicate the state in which the business entity was formed and the date it was formed, and provide a copy of any articles of formation and governing agreements certified, if applicable, by the Secretary of State or other official for the state in which the business entity was formed.

Area Developer acknowledges that this Statement of Ownership applies to the Another Nine Business authorized under Area Development Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

Date: _____

Signature: _____

Print Name: _____



EXHIBIT C – STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Website: www.dfpi.ca.gov Email: ask.DFPI@dfpi.ca.gov

Commissioner of Department of Financial Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677
Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento
2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego
1455 Frazee Road, Suite 315 San Diego, California 92108 (619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities Department of Commerce and Consumer Affairs
Business Registration Division 335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities Department of Commerce and Consumer Affairs
Business Registration Division 335 Merchant Street, Room 205
Honolulu, Hawaii 96813



(808) 586-2722

ILLINOIS

Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State 201 State House
200 West Washington Street Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State Securities Division Room E-111
302 West Washington Street Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner at the Office of Attorney General- Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General- Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor 525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul,
Minnesota 55101 (651) 539-1500

NEW YORK



(for service of process)

Attention: New York Secretary of State New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process) Securities Commissioner

North Dakota Securities Department 600 East Boulevard Avenue, Suite 414 Bismarck, North Dakota 58505

(701) 328-4712

(state agency)

North Dakota Securities Department 600 East Boulevard Avenue, Suite 414 Bismarck, North Dakota 58505

(701) 328-2910

OREGON

Oregon Division of Financial Regulation 350 Winter Street NE, Suite 410

Salem, Oregon 97301

(503) 378-4140

RHODE ISLAND

Securities Division

Department of Business Regulations 1511 Pontiac Avenue

John O. Pastore Complex-Building 69-1 Cranston, Rhode Island 02920

(401) 462-9500

SOUTH DAKOTA

Division of Insurance Securities Regulation 124 S. Euclid, Suite 104

Pierre, South Dakota 57501 (605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission 1300 East Main Street

First Floor

Richmond, Virginia 23219

(804) 371-9733

(for other matters)

State Corporation Commission

Division of Securities and Retail Franchising Tyler Building, 9th Floor

1300 East Main Street Richmond, Virginia 23219

(804) 371-9051



(for service of process)

WASHINGTON

Director Department of Financial Institutions Securities Division
150 Israel Road SW Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way,
North Tower Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower Madison, Wisconsin 53705
(608) 266-9555



EXHIBIT D- LIST OF OUTLETS

The following franchisees were open and operational as of December 31, 2024:

State	Address	Franchisee	Phone Number
None			

The following franchisees had signed franchise agreements but were not yet open and operational as of December 31, 2024:

State	Address	Franchisee	Phone Number
None			



EXHIBIT E – LIST OF CLOSED OUTLETS

The name and last known home address and telephone number of every Franchisee within the United States who has had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with Another Nine within 10 weeks of this Disclosure Document is listed below.

Store Name	Franchisee Address	Franchisee	Phone Number	Transfer Date, if Applicable
None				



EXHIBIT F – FINANCIAL STATEMENTS



ANOTHER NINE, LLC

Balance Sheet as of May 15, 2025

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT



TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Independent Accountant Audit Report	3-4
Balance Sheet	5
Notes to Accompanied Financial Statements	6-8

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of ANOTHER NINE, LLC

Opinion

We have audited the financial statements of ANOTHER NINE, LLC (the “Company”), which comprise the Balance Sheet as of May 15, 2025, and the related notes for the period then ended. (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at May 15, 2025, and the results of its operations and its cash flows for the period ended May 15, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

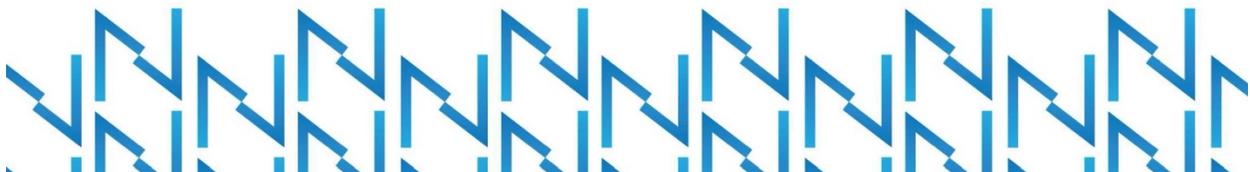
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date that the financial statements are available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

Auditor’s Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.



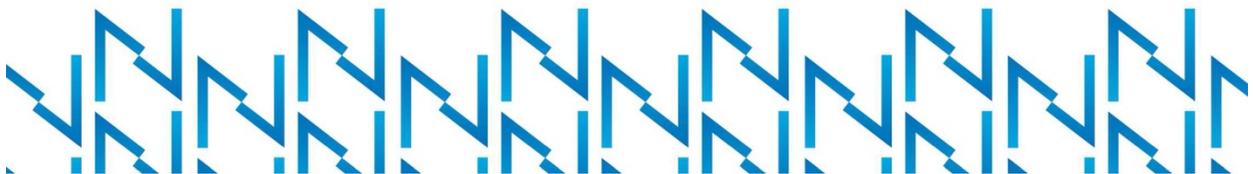
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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



Omar Alnuaimi, CPA

Naperville, IL
May 25, 2025





**ANOTHER NINE, LLC
BALANCE SHEET
AS OF MAY 15, 2025**

<u>ASSETS</u>	
CURRENT ASSETS	
Cash and Cash Equivalents	\$143,570
TOTAL CURRENT ASSETS	<u>143,570</u>
NON-CURRENT ASSETS	
TOTAL NON-CURRENT ASSETS	<u>-</u>
TOTAL ASSETS	<u><u>143,570</u></u>
<u>LIABILITIES AND OWNER'S EQUITY</u>	
CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	<u>-</u>
NON-CURRENT LIABILITIES	
TOTAL NON-CURRENT LIABILITIES	<u>-</u>
TOTAL LIABILITIES	<u>-</u>
OWNER'S EQUITY	
Retained Earnings (Deficit)	143,570
TOTAL SHAREHOLDERS' EQUITY	<u>143,570</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u><u>\$143,570</u></u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.



ANOTHER NINE, LLC
NOTES TO FINANCIAL STATEMENTS
MAY 15, 2025

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

ANOTHER NINE, LLC (the “Company”) was incorporated under the laws of the State of Ohio for the purpose of offering franchise opportunities to entrepreneurs who want to own their own ‘Another Nine’ location, as a franchise, operating an indoor golf simulator facility.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller’s price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees are fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—‘Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient’ in 2022 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.



ANOTHER NINE, LLC
NOTES TO FINANCIAL STATEMENTS
MAY 15, 2025

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Unearned Revenue

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of May 15, 2025, the Company has not reported any lawsuit or known plans of litigation by or against the Company.



ANOTHER NINE, LLC
NOTES TO FINANCIAL STATEMENTS
MAY 15, 2025

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 25, 2025, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.



EXHIBIT G – STATE ADDENDA TO THE DISCLOSURE DOCUMENT

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

FOR THE STATE OF ILLINOIS

Illinois law shall apply to and govern 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.

Franchisees' right 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add 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. ITEMS 6 and 9 of the Disclosure Document is amended to add 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 required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.
3. ITEM 17 of the Disclosure Document is amended to add the following:
 - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
 - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.
 - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.
 - ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.
 - ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MINNESOTA

1. Item 6 of the Franchise Disclosure Document is amended as follows:
 - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. 604.113, which places a cap of \$30 on service charges which include insufficient funds fees.
2. The following is added at the end of the chart in Item 17:
 - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Area Development Agreement and Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.
 - Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
 - With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
 - Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release
 - Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
 - The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
 - The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.
3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.



**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS**

THIS RIDER (this “**Rider**”) is made and entered into by and between **Another Nine, LLC**, an Ohio limited liability company with its principal place of business at 727 Madison Ave, Covington, KY 41011 (“**Franchisor**”), and _____, a(n) _____ with its principal place of business at _____ (“**Franchisee**”). In this Rider, “**we,**” “**us,**” and “**our**” refers to Franchisor. “**You**” and “**your**” refers to Franchisee.

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Service Center that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **ADDITION OF PARAGRAPHS.** The following paragraphs are added to the end of the Franchise Agreement as Section 21:

Illinois law shall apply to and govern 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.

Franchisees’ right 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

[Name]

By: _____

Name: _____

Title: _____

Date: _____



**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **Another Nine, LLC**, an Ohio limited liability company with its principal place of business at 727 Madison Ave, Covington, KY 41011 (“Franchisor”), and _____, a(n) _____ with its principal place of business at _____ (“Franchisee”). In this Rider, “we,” “us,” and “our” refers to Franchisor. “You” and “your” refers to Franchisee.

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Service Center that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Sections 4.6.4, 5.2.5, 15.6.6, and 17.1 of the Franchise Agreement:
Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL TERM AND TERMINATION.** The following is added to the end of Sections 5.2 and 17.2 of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **FORUM FOR LITIGATION.** The following language is added to the end of Section 19.8 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR YOUR RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

5. **GOVERNING LAW.** The following statement is added at the end of Section 19.7 of the Franchise Agreement:

NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Section 19.9 of the Franchise Agreement is deleted.

7. **LIMITATIONS OF CLAIMS.** The following is added to the end of Section 19.11 of the Franchise Agreement:



; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

8. **LATE FEES.** With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. 604.113, which places a cap of \$30 on service charges which include insufficient funds fees.

9. **TRADEMARKS.** Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

10. **INJUNCTIVE RELIEF.** The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

[Signatures on the following page]



IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

[Name]

By: _____

Name: _____

Title: _____

Date: _____



**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
AREA DEVELOPMENT AGREEMENT**

**RIDER TO THE
AREA DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS**

THIS RIDER (this “**Rider**”) is made and entered into by and between **Another Nine, LLC**, an Ohio limited liability company with its principal place of business at 727 Madison Ave, Covington, KY 41011 (“**Franchisor**”), and _____, a(n) _____ with its principal place of business at _____ (“**Developer**”). In this Rider, “**we,**” “**us,**” and “**our**” refers to Franchisor. “**You**” and “**your**” refers to Developer.

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Area Development Agreement occurred in Illinois and the Service Center(s) that you will operate and develop under the Area Development Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **ADDITION OF PARAGRAPHS.** The following language is added to the end of the Development Agreement as Section 10:

Illinois law shall apply to and govern the Area Development 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.

Franchisees’ right 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

[Name]

By: _____

Name: _____

Title: _____

Date: _____



**RIDER TO
THE AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **Another Nine, LLC, an Ohio limited liability company with its principal place of business at 727 Madison Ave, Covington, KY 41011 (“Franchisor”)**, and _____, a(n) _____ with its principal place of business at _____ (“Developer”). In this Rider, “we,” “us,” and “our” refers to Franchisor. “You” and “your” refers to Developer.

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) the offer or sale related to the Area Development Agreement was made in the State of Minnesota, and/or (b) the Service Center(s) will be located or operated in Minnesota.

2. **Termination.** The following language is added to the end of Section 4 of the Area Development Agreement:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subds, 3, 4 and 5 require, except in certain specified cases, that you be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of this Agreement.

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.



FRANCHISOR
ANOTHER NINE, LLC

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

[Name]

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT H – STATE EFFECTIVE DATES

ANOTHER NINE, LLC **STATE EFFECTIVE DATES**

The following states require that the franchise disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following statements, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	Pending
Indiana	Pending
Maryland	
Michigan	
Minnesota	Pending
New York	
North Dakota	
Rhode Island	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



EXHIBIT I – RECEIPTS
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Another Nine, LLC offers you a franchise, Another Nine, LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or before any payment to Another Nine, LLC or an affiliate in connection with the proposed franchise sale. Under Michigan and Wisconsin law, Another Nine, LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law and Oklahoma law, Another Nine, LLC must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If Another Nine, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

The name, principal business address and telephone number of the franchise seller involved in offering this franchise to you is Ethan Grob, 513-239-7516.

Issuance Date: January 1, 2025 as amended on August 12, 2025

Another Nine, LLC authorizes its registered agents listed in Exhibit C to receive service of process.

I have received a Franchise Disclosure Document dated January 1, 2025 as amended on August 12, 2025. The Disclosure Document included the following Exhibits:

- Exhibit A – Franchise Agreement
- Exhibit B – Area Developer Agreement
- Exhibit C – State Regulatory Authorities and Agents for Service of Process
- Exhibit D – List of Outlets
- Exhibit E – List of Closed Outlets
- Exhibit F – Financial Statements
- Exhibit G – State Addenda
- Exhibit H – State Effective Dates
- Exhibit I – Receipts

Prospective Franchisee’s signature

Date

Print Name

Franchisee Address

Prospective Facility Location Address
(City, State)



RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Another Nine, LLC offers you a franchise, Another Nine, LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or before any payment to Another Nine, LLC or an affiliate in connection with the proposed franchise sale.

Under Michigan and Wisconsin law, Another Nine, LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law and Oklahoma law, Another Nine, LLC must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If Another Nine, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

The name, principal business address and telephone number of the franchise seller involved in offering this franchise to you is Ethan Grob, 513-239-7516.

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Prospective Franchisee's signature

Date

Print Name

Franchisee Address

Prospective Facility Location Address
(City, State)

Two copies of an acknowledgement of your receipt of this disclosure document appear as Exhibit I. Please return one copy to us and retain the other copy for your records.