



FRANCHISE DISCLOSURE DOCUMENT

Another Nine, LLC
an Ohio limited liability company
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The franchise we offer is for an indoor golf simulator facility designed to operate with minimal overhead and labor costs.

The minimum total investment necessary to begin operation of an Another Nine facility is between \$267,450 and \$397,350. This includes an initial franchise fee of \$49,500.00 for a new franchise, as well as the cost of certain items that most franchisees purchase from us, our affiliates, or suppliers, before they begin operating, which range in total cost from \$60,400 and \$140,500.

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.

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



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

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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. We maintain our principal place of business at 3545 Columbia Pkwy Cincinnati, OH 45226. We do business under our corporate name and as “Another Nine”.

The franchises we offer are for the operation of indoor golf simulator facilities designed to operate with minimal overhead and labor costs under the trademark, “Another Nine”.

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 3545 Columbia Pkwy Cincinnati, OH 45226. 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. Through an affiliate, we have developed a 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 4,000 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.

The market for golf simulator facilities is an emerging trend in many major cities. Your customers will be the general public with a tendency towards those familiar with the game of golf. Your primary competitors include other national and local indoor or hybrid indoor/outdoor golf facilities.

Your business will be subject to national, state, and local regulations that apply to all businesses such as the Americans with Disabilities Act, wage and hour laws, and business licensing requirements. There are no national regulations that apply specifically to the operation of indoor golf facilities. However, many states, and some municipalities, have laws and regulations that apply specifically to your membership contracts, operations, and licenses.



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

ITEM 2. Business Experience

Co-Founder and Chief Executive Officer: Ethan Grob

Mr. Grob was the founding member of Another Nine and has been an officer of our company since it was founded. He is an experienced technology executive with a background in consulting, enterprise retail, e-commerce, and product management. At the time of founding Another Nine, he was also Vice President of Product Management at Shipt, a wholly-owned subsidiary of the Target Corporation. He holds a B.S. in Marketing and Information Systems from the Farmer School of Business at Miami University of Ohio and an MBA from the Kelley School of Business at Indiana University.

Co-Founder and Chief Operating Officer: Brett Jewell

Mr. Jewell is one of our founders and has been an officer of the company since July 2023. He has a background in retail, sales, brand management, and marketing. At the time of joining Another Nine, he was also Marketing Manager at Foundation Wellness. He holds a B.S. in Kinesiology from the University of Kentucky and an Executive MBA from the Quantic School of Business & Technology.

In addition to the officers of the company, there are various financial, operational, and legal advisors that play a role in supporting the business and through the company, its franchisees.

ITEM 3. LITIGATION

There is no litigation to be disclosed in this Item.

ITEM 4. BANKRUPTCY

There is no bankruptcy information to be disclosed in this Item.



ITEM 5. INITIAL FEES

We offer franchises for Another Nine indoor golf simulator facilities. An Another Nine location will typically have 1,600 - 4,000 square feet of space, although in some cases a location may be larger. In all cases, we will work with the franchisee to determine whether a particular location is suitable for an Another Nine location.

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 due in full when you sign the Franchise Agreement. All portions of the initial franchise fee are nonrefundable, except as otherwise provided in the Franchise Agreement.

You will have nine (9) months from the date you sign the Franchise Agreement to open and begin operating your facility. If after 9 months from the date you sign the Franchise Agreement, you have not opened your facility, we may terminate your Franchise Agreement. If you want to extend that time, and we agree to allow you to do so, we may charge you a fee for any such extensions.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks (Note 3)
Monthly Royalty Fee	6.5% of gross sales	On or before the fifth business day of each month.	You will begin paying this fee after you open your facility.
General Advertising Fee	2% of gross sales	On or before the fifth business day of each month.	This General Advertising Fund will be used for brand building and promotion nationally.
Access Control Software Support	\$10 per month per door requiring access control	On or before the fifth business day of each month.	We pay this fee on your behalf and you are repaying 66% of the cost to us. For example, if you have three simulator suites and two lockers for club rentals, you would pay a total of \$60 per month (3 suites + 2 lockers + 1 main entry door).

Digital Fee	\$250 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.
Renewal Fee	Will vary under circumstances	Upon execution of your new franchise agreement.	You only pay this fee if you want to renew your franchise.
Transfer Fee	Will vary under circumstances	Before you transfer the franchise.	You only pay this fee if you sell your franchise or your interest in it.
Insurance Handling Fees	Will vary under circumstances	Immediately after notice from us.	You only pay this amount to us if you fail to obtain insurance and we obtain the insurance coverage for you.
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.
Ongoing Training and Knowledge	\$100 per month	On or before the fifth business day of each month.	This fee covers the cost of ongoing training we will offer.

**ITEM 7.
ESTIMATED INITIAL INVESTMENT**

Your estimated initial investment is outlined in Item 7. Actual investment may vary depending on the market conditions, pricing of vendors you select, or location of your facility.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$49,000	Lump Sum	When you sign your Franchise Agreement	Us
Travel and Living	\$0 to \$2,500	As Incurred	Before, during,	Vendors (e.g. travel,

Expenses While Training			and after training	hotel, restaurants, etc.)
Real Estate and Improvements	\$100 to \$115 per square foot	As Incurred	As Incurred	Third Parties (e.g. general contractors)
Simulator Equipment	\$14,000 to \$25,000 per suite (Note 1)	Lump Sum	Before opening	Us or Vendors
Equipment Install	\$5,000 to \$15,000	As Incurred	Before Opening	Vendors
Construction Phase Project Support	\$0 to \$15,000	As Incurred	Before Opening	Us or Vendors
Internet and Utilities	\$200 to \$500	As Incurred	Before Opening	Vendors
Onsite Technology	\$3,000 to \$5,000 per suite	Lump Sum	Before opening	Us or Vendors
Security System	\$500 to \$7,500	Lump Sum	Before opening	Us or Vendors
Access Control	\$150 to \$500 per door	Lump Sum	Before opening	Us or Vendors
Interior Signs	\$500 to \$1,250	As Incurred	Before opening	Us or Vendors
Exterior Signs	\$4,000 to \$10,250	As Incurred	Before opening	Us or Vendors
Miscellaneous Opening Costs	\$1,000 to \$5,000	As Incurred	As Incurred	Vendors
Grand Opening Advertising	\$2,500 to \$5,000 per suite (Note 2)	As Incurred	+/- 30 days from Opening	Vendors
Insurance	\$2,000 to \$4,000	Lump Sum	Before Opening	Vendors
Supplies and Furniture	\$1,000 to \$5,000	As Incurred	Before Opening	Vendors
Legal and Accounting Expenses	\$5,000 to \$20,000	As Incurred	Before Opening	Vendors
Rent Deposit	\$2,500 to \$10,000 (may vary under circumstances)	Lump Sum	Before Opening	Landlord
Additional Funds - 3 Months of Opex	\$20,000 to \$50,000	As Incurred	As Incurred	Suppliers, Utilities, Vendors, etc.
Totals (examples)				



1,600 sqft	\$267,450 to \$388,000			
2,500 sqft	\$397,350 to \$515,500			

This table relates to the estimated initial investment for a start-up indoor golf simulator facility. Your initial investment to convert an existing space may lower or raise expenses based on the state of the location you would be taking over.

Notes:

1. Volatile market conditions, including increases in tariffs, may increase equipment cost beyond the projected amount.
2. Advertising and marketing fees will vary depending on size and advertising cost of local market.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS OR SERVICES

All equipment, furnishings, fixtures, signs, billing and processing services, software support, security and monitoring services, and supplies you purchase for use in your business must meet our specifications. 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. While we do not have specifications for local advertising you create to promote your business, we do require that you obtain our prior approval to the use of any advertising materials you prepare, and prior to establishing or having established 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.

You can expect that the items you purchase to meet our specifications will represent over 90% of the total purchases you will make to begin operations. Once you begin operating, we expect the items you purchase that meet our specifications will represent approximately 70% of your total expenses.

We may require you to purchase certain furniture, equipment, inventory, supplies, services, and other products used or offered at your business from vendors we approve, in which case we will provide you with a list of approved suppliers. These suppliers may include our company and affiliates of ours.

We may negotiate preferred vendor contracts with approved vendors. The preferred vendor contracts will usually provide favorable pricing to our franchisees and may provide payments



to us based on the quantity and cost of products and services purchased. A list of current preferred vendor contracts 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 our 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 other items for your Another Nine location that we have not previously approved, or from suppliers that we have not approved, you must notify us in writing prior to making the purchase. If we request, you must submit samples and other information we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality standards. 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.

We may receive and retain rebates from any of our preferred vendors.

We do not provide benefits to any of our franchisees for purchasing goods and services from any particular suppliers. We also have not arranged any purchasing cooperatives among our franchisees.

None of our officers own any interest in any of our suppliers or affiliates.

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 Franchise Agreement	Disclosure Document Item
Site selection and acquisition/lease	Section 4	Items 11 and 12
Pre-opening purchases/leases	Sections 4 and 5	Item 11
Site development and other pre-opening requirements	Sections 4, 5, and 8	Item 11
Initial and ongoing training	Section 8	Item 11
Opening	Section 4	Item 11
Fees	Sections 17 and 18	Item 6
Compliance with standards and	Sections 4 and 13	Items 9 and 11

policies/operating manual		
Trademarks and proprietary information	Sections 14 and 16	Items 13 and 14
Restrictions on products/services offered	Section 19	Item 16
Warranty and customer service requirements	Section 9	Item 9
Territorial development and sales quotas	N/A	N/A
Ongoing product/service purchases	N/A	N/A
Maintenance, appearance, and remodeling requirements	Section 7	Items 8 and 11
Insurance	Section 15	Items 6 and 7
Advertising	Section 11	Item 11
Indemnification	Section 26	Item 6
Owner's participation/management/staffing	Section 9	Item 15
Records and reports	Section 12	Item 9
Inspections and audits	Section 20	Item 9
Transfer	Section 24	Items 17
Renewal	Section 3	Item 17
Post-termination obligations	Section 22	Item 17
Non-competition covenants	Section 23	Item 17
Dispute resolution	Section 25	Item 17
Guaranty of franchise obligations (Note 1)	Section 9	Item 9

Notes:

- (1) Each individual who is an owner of any business entity that is the franchisee, and their spouses, must sign a personal guaranty of all the obligations of the franchisee. This Guaranty also includes an agreement to be bound by the confidentiality and noncompete provisions of the Franchise Agreement



ITEM 10. FINANCING

We do not generally offer, directly or indirectly, any other financing to you to help establish your business.

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. Loan you a copy of our operations manual that contains mandatory and suggested specifications, standards, and procedures. We may loan this to you by providing access credentials to a secure website that will allow you to access the manual (Franchise Agreement - Sections 14). This manual currently contains [•] pages.
4. 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.
5. 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.

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	1.5	0	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	8.5	0	

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.

We will use our Operations Manual and Sales and Marketing materials as the instructional materials for this training. The training will be led by our Chief Operations Officer and our Chief Executive Officer.

The principal operator of your business must attend and complete this training to our satisfaction before you open your Another Nine location. In addition, if your principal operator is not also the person that will own a controlling interest in your Another Nine location, then the principal owner of your business must also attend and complete this training to our satisfaction before you open your Another Nine location. You can send an additional person to the training at no additional charge, if you provide us at least 10 days notice before the scheduled start of the training and provide us a copy of a confidentiality agreement they have signed that is satisfactory to us. The period of the training program will be at our discretion but generally will last for 2 days. You will be responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending the training program.

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).

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

We or one of our affiliates will provide you with consulting services to assist you in evaluating or selecting a site for your Another Nine location. It is your obligation to select a site for your business and obtain our approval of that site. While we will assist you, we do not locate or select a site for you, or negotiate the purchase or lease of a site, and we do not own the premises and lease them to you. Before you acquire any site, you must submit to us information and materials we require and obtain our approval to your site. The factors we take into account in approving a site are the visibility of the site, the retail feel of the site and neighboring businesses, the locations of competitors, the demographics of the neighborhood, whether the site is easily accessible, and other similar factors. An Another Nine location should have at least 1,600 square feet of space, but we recommend having more.

We expect the typical length of time between the signing of your Franchise Agreement and the opening of your Another Nine location to be between six (6) and nine (9) months, but it may vary. This is largely dependent on the previous business operating on the site you select. If we are unable to agree on a site within 120 days after you sign the Franchise Agreement,



we have the right to terminate your Franchise Agreement and retain your initial Franchise Fee to cover our expenses, including sales expenses.

Advertising

You agree in your Franchise Agreement to contribute amounts to the Another Nine Advertising and Marketing Fund, an amount not to exceed 3% of all the revenues you generated in your business during the previous 12 months. We require all our franchisees to contribute to this fund.

We do not use this fund to pay any of our general operating expenses other than the costs of administering the funds, including any overhead. The purpose of the fund is to develop marketing and advertising programs that benefit the Another Nine brand. This means we may use the monies in the fund for any purpose that promotes the Another Nine name, including to create advertising materials or public relations campaigns, or to implement advertising. It is our responsibility to determine how these monies are spent. We are not required to use the monies in this fund to benefit any individual market, or on a pro rata or other basis.

Our intention is to solicit input on the development of the advertising from franchisees who must contribute to the fund on the development of the advertising. However, this input will be advisory only, and we will have the right to make all final decisions about how these monies are spent. We have no obligation to conduct any advertising on your behalf.

Advertising monies we collect that are not used in one year will be carried over to the next year. Any interest the funds earn will be used for advertising before we use any principal.

You must conduct a grand opening advertising and promotional program for your facility within 30 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.

You must spend one percent (1%) of your Gross Revenues each month on local advertising, and must provide, on Another Nine's request, such evidence as Another Nine may request confirming such expenditure.

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.

Periodically, we may require you to upgrade or update your hardware or software at any time during the franchise term. There are no limitations on the frequency or costs, but we do not anticipate these updates to be frequent. We do not have any contractual obligation to upgrade or update any of your hardware, or software, 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.

We may, from time to time, require you to share information that is available on your computer(s). There are no limits on our right to access this information and you agree to provide it upon request. 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 like Uneekor or Trackman.

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 1 Another Nine facility. If the site for that facility has been identified before you sign the Franchise Agreement, then you must operate the facility at that site. If the site becomes unavailable to you for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, before you obtain any rights in the location. If a site has not been identified, then we will designate an area, and you may locate your Another Nine facility at any place within that area, so long as the site you select is not also within a territory of a nearby Another Nine facility. Thus, until a site has been identified, you will not have any exclusive rights in the area identified in the Franchise Agreement.

Once the location for your Another Nine facility has been approved, we will give you a protected territory. The limitations on us in that territory are described below. We may attach a map to your Franchise Agreement that will identify the territory or we may simply describe an area surrounding your location. The map or description may not be a specific radius from your facility, because it may take into account traffic patterns and natural boundaries. However, the territory will range from approximately one-half mile from your facility (in densely populated metropolitan areas) to as much as five (5) miles (in small towns). You may locate your Another Nine facility at any place within that territory, so long as the site you select is not also within the territory of another Another Nine facility. Protected territories may overlap, but we will not approve anyone opening an Another Nine facility, or relocating an Another Nine facility, into a protected territory given to another Another Nine facility. We do not have the right to unilaterally change your territory, and there are no minimum quotas required. As long as your Franchise Agreement is in effect, you will retain the rights described in this paragraph.

The criteria we use for determining the boundaries of the territory include density of population, growth trends of population, apparent degree of affluence of population, the density of residential and business entities, traffic generators, driving time, and natural boundaries. During the term of your Franchise Agreement, we will not place or license to anyone else the right to place an Another Nine facility within your protected territory, except for indoor golf facilities within private establishments where access to those facilities is limited to employees of the business, or transient guests of the business. We also will not grant franchises or licenses to others to operate indoor golf facilities under other names in your protected territory unless we do so after our we or our affiliates acquire, or merge with, another



business that operates or grants franchises to operate indoor golf facilities, or after we are acquired by such a business, in which case we may do so, provided we do not license anyone else to use the Another Nine name to operate indoor golf facilities in your territory (other than a private facility of the type described above). However, we do have the right to place an Another Nine facility, or grant others the right do so, outside your protected territory, including those facilities under the Another Nine name, even if they compete for customers with your facility, and even if the territorial boundaries for that franchise overlap with the boundaries for your territory.

We do not restrict the customers you may serve, and you may solicit customers outside your territory, including through channels of distribution such as the internet, telemarketing, or other direct marketing sales. However, all of your advertising, including any website, must be approved by us and you must obtain our written approval before you establish any other website, web page, or social networking or social media site, profile, or account, relating to or making reference to use, your business, or to the Another Nine name or operation. We and any of our affiliates have the right to sell products and services (like apparel, vending, and related services) to your members and to others in and outside your territory, using the “Another Nine” name or using any other name through any channel of distribution, including the internet, catalog sales, telemarketing, or any other direct or indirect marketing and may do so in your territory.

ITEM 13. TRADEMARKS

The Franchise Agreement gives you the right to operate an indoor golf facility under the trade names, trademarks, and service marks that we establish. You must follow our rules when you use our marks.

The following marks have been filed and are pending registration on the Principal Register of the United States Patent and Trademark Office. These are the principal trademarks you will use in operating your Another Nine location.

Mark	Registration Number	Registration Date
Another Nine	97871724	April 4, 2023
Another Nine (logo mark)	98526351	April 30, 2024

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.



All affidavits required to preserve and renew these marks have been filed. No agreements limit our right to use or license the use of our marks. You may not use the words “Another Nine” or any similar name in your corporate, partnership, sole proprietorship, limited liability company or any other entity name. You may not use all or part of the “Another Nine” name, our other marks, or any similar name, word or symbol, or variant thereof, in a domain name, account name, profile, or URL, without our written permission.

We will protect and maintain all rights to our marks against encroachment, misuse, or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. You must notify us immediately when you learn about an infringement of or challenge to the use of our marks. We will have the right to take the action we think appropriate, including bringing actions against third parties regarding the use of any of our marks. You must cooperate with us and take all actions as may be desirable in the opinion of us or our counsel to carry out the defense or prosecution. We are not required to defend you against a claim based on your use of our marks.

We may change our marks and require you to adopt new marks as if they were part of the Franchise Agreement at the time of its execution. You must comply with these changes immediately after we notify you that we have discontinued, modified or changed one or more of our marks. We will have no liability or obligation because of the discontinuation, modification or change. You must not directly or indirectly contest the validity of our ownership of the marks or our right to use or license our marks, trade secrets, confidential information, or business techniques that are part of our business. You must use the appropriate designations of ®, ™, and ‘SM’ in advertising and promotions using our marks.

We do not know of any infringing uses that could materially affect your use of our marks.

ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the purchase of a franchise. We do not claim copyright protection for our manuals, and to advertising and promotional materials, forms, and related materials that we produce, but we have not registered these materials with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are our property. You may use them only as long as you are a franchisee, and only as provided in your Franchise Agreement.

There are currently effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will include information contained in our manuals, and in



materials we may separately provide to you. You may use these materials, in the manner we approve, in the operation of your Another Nine facility during the term of your Franchise Agreement. However, 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. These materials include any trade secrets, knowledge, or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. You may disclose this information to your manager, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

While we do not require that you personally supervise your Another Nine location, we recommend that you do so. If you are not the “on premises” supervisor of the business, then you must designate a manager to serve as your on premises supervisor. We do not impose any limitations on who you can hire as your manager, but that person must complete our initial training requirements and all other training we reasonably designate, and that person must sign a confidentiality agreement with you that meets our requirements and that you provide to us before they attend training.

You and personnel involved in your business must not disclose or use our confidential information except to operate your Another Nine location. At our request, you will deliver to us confidentiality and non-compete agreements from your owners (and their spouses) and your manager, in a form satisfactory to us. We do not require the manager of your business to have any ownership interest in your business.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer only those products and services that we approve. You must offer all products and services that we designate as required for all franchisees. You must comply with all of our mandatory standards and specifications. You must not deviate from our standards and specifications without our prior written consent. We have the right to change the products and services that we require you to offer at any time, without limitation.

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.

Provision	Section in Franchise or Other Agreements	Summary
a. Length of the franchise term	Franchise Agreement Section 3	Initial term is 10 years
b. Renewal or extension of the term	Franchise Agreement Section 3	If you are in good standing, you can renew your franchise for an additional 6 year period.
c. Requirements for you to renew or extend	Franchise Agreement 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	None	
e. Termination by us without cause	Franchise Agreement 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	Franchise Agreement 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	Franchise Agreement Section 22	Most defaults are curable and you will have 30 days to cure.
h. "Cause" defined-non-curable defaults	Franchise Agreement 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

		<p>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</p>
i. Your obligations on termination/ non-renewal	Franchise Agreement Section 3	<p>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.</p>
j. Assignment of contract by us	Franchise Agreement Section 25	<p>No restriction on our right to assign</p>
k. "Transfer" by you-defined	Franchise Agreement Section 25	<p>Includes transfer of contract or business, or transfer of majority control of the Franchise Agreement or of the business.</p>
l. Our approval of transfer by you	Franchise Agreement Section 25	<p>We have the right to approve all transfers, but will not withhold our consent if all the requirements for the transfer are met.</p>
m. Conditions for our approval of transfer	Franchise Agreement Section 25	<p>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</p>

		state law).
n. Our right of first refusal to acquire your business	Franchise Agreement Section 25	We have the right to match any offer for your business.
o. Our option to purchase your business	None	None
p. Your death or disability	Franchise Agreement 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	Franchise Agreement 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.	Franchise Agreement 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	Franchise Agreement Sections 28 and 33	No modifications without consent by all parties, but our manuals are subject to change.
t. Integration / merger clause	Franchise Agreement 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	Franchise Agreement 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	Franchise Agreement 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	Franchise Agreement Section 26	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.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Brett Jewell, Chief Operations Officer, 3545 Columbia Parkway, 513-239-7516.

**ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION**

1. SYSTEMWIDE OUTLET SUMMARY

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

2. TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN TO US) FOR YEARS 2023 TO 2024

There have been no transfers from franchisees to new owners or to us.

3. STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2024

There have been no franchised outlets opened, terminated, non-renewals, reacquisitions, or ceased operations for other reasons.

4. STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2023 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	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Totals	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1

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 Outlet in the Next Fiscal Year
Florida	0	0-2	0
Indiana	0	0-1	0



Kentucky	0	0-1	0
Ohio	0	0-1	0-2
New Jersey	0	0-1	0
North Carolina	0	0-1	0
Pennsylvania	0	0	0
Total	0	0-7	0-2

ITEM 21.
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F is a copy of our unaudited financial statements for the fiscal year ended December 31, 2024. We have not been in business for three years or more, and therefore cannot include financial statements for three full years.

ITEM 22.
CONTRACTS

A copy of the Franchise Agreement is attached as Exhibit A.

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.



Exhibits:

- Exhibit A – Franchise Agreement
- Exhibit B – Agents for Service of Process
- Exhibit C – State Regulatory Authorities
- Exhibit D – List of Outlets
- Exhibit E – List of Closed Outlets
- Exhibit F – Financial Statements
- Exhibit G – State Addenda to the Disclosure Document
- Exhibit H – State Effective Dates
- Exhibit I - Receipts



EXHIBIT A – FRANCHISE AGREEMENT

ANOTHER NINE, LLC
FRANCHISE AGREEMENT
(ANOTHER NINE)

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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 3545 Columbia Parkway, Cincinnati, Ohio 45226 (“**Another Nine**”) and [FRANCHISE ENTITY], a [STATE] [LLC/CORP.] with its principal place of business at [ADDRESS] and [PERSONS SIGNING AS INDIVIDUAL FRANCHISEES] (collectively, “**Franchisee**”).

1. PREAMBLE

Another Nine has accumulated extensive knowledge of and experience in the indoor golf facility industry on the basis of which it has developed and owns a unique system 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 a non-exclusive franchise to operate one Another Nine indoor golf facility and a non-exclusive license to utilize the Proprietary Marks 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 own, acquire, establish and/or operate, and license others to establish and operate, Another Nine facilities and any other businesses using the Proprietary Marks, *provided, that*, Another Nine agrees it will not license to any other person the right to open an ANOTHER FACILITY within the Territory. Another Nine and its Affiliates additionally retain the rights: (a) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other trademarks or service marks owned by Another Nine or licensed to Another Nine or other business concepts, whether such businesses are the same as, similar to or different from the Facility at any location (other than licenses to other franchisees within the Territory); and (b) to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products under the Proprietary Marks or any other trademarks at any location, notwithstanding its proximity to the Location (other than licenses to other franchisees 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 10th anniversary of the date that the Facility opens to the public unless renewed sooner or terminated in accordance with the provisions of this Agreement. At the expiration of the Term, the rights granted under this Agreement may be renewed for one additional Term of ten (10) years (unless this Agreement is sooner terminated in accordance with its provisions), *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 intent to renew; and (ii) immediately prior to the expiration of the existing Term:

(i) Franchisee's operations of the Facility are in substantial compliance with Another Nine's standards, specifications, requirements, instructions and Manuals; 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 the then-current Franchise Principals execute the then-current form of all documents required by Another Nine for the grant or renewal of franchise rights, including the then-current form of Another Nine's Franchise Agreement which shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher percentage royalty fee. The term "**Franchise Agreement**" means, for the purposes of this Agreement, any agreement through which Another Nine or an Affiliate of Another Nine confers to any third-party franchising rights in and to the System;

(iv) Franchisee pays to Another Nine a renewal fee equal to Another Nine's reasonable out of pocket expenses and attorneys' fees incurred in connection with the renewal;

(v) Franchisee agrees to refurbish or renovate the Facility to conform to Another Nine's then-current facility prototype; 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**"). If a site for the Facility is not approved by Another Nine with 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 shall be refunded to the Franchisee, less all actual out-of-pocket costs and expenses incurred by Another Nine pursuant to this Agreement or any related agreement, or incurred by Another Nine in relation to Franchisee's or Another Nine's performance under this Agreement or any related agreement. Such refund will be made by Another Nine within thirty (30) business days (unless a shorter period is prescribed by applicable law) after receipt of written notice from the Franchisee or Another Nine of the exercise of its option to terminate this Agreement and related agreements. Unless required to do so by any applicable law, such refund will be without interest.

(c) If for any reason Franchisee has not opened the Facility within nine (9) 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 shall be refunded to Franchisee, less all actual out-of-pocket costs and expenses incurred by Another Nine pursuant to this Agreement or any related agreement, or incurred by Another Nine in relation to Franchisee's or Another Nine's performance under this Agreement or any related agreement. Such refund will be made by Another Nine within thirty (30) business days (unless a shorter period is prescribed by applicable law) after receipt of written notice from the Another Nine of the exercise of its option to terminate this Agreement and related agreements. Unless required to do so by any applicable law, such refund will be without interest.

(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 written consent of Another Nine, which may be granted or withheld by Another Nine in its sole discretion. 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 fee of \$2,000.00 to reimburse Another Nine's legal expenses related thereto.

(h) Franchisee acknowledges and agrees that:

(i) Another Nine's recommendation or approval of any site or territory does not imply, guaranty, assure, warrant, or predict profitability or success, express or implied.

(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 obtain all required zoning changes, all required building, driveway, utility, health, sanitation, and sign permits 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 nine (9) 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. Another Nine's approval shall not relate to Franchisee's obligations with respect to any federal, state or local laws, codes or regulations, including, without limitation, the applicable provisions in the ADA regarding the construction, design and operation of the Facility, which shall be Franchisee's sole responsibility.

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.

Initial Training shall commence approximately thirty (30) days prior to the scheduled opening date of the Facility. Training is mandatory for each of Franchisee's full-time managers and must be completed to Another Nine's satisfaction before the Facility may be opened. 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. During the training program, all trainees, including the Franchisee's full-time managers, shall receive instruction, training and education in the operation of the Facility as Another Nine deems necessary. Franchisee shall bear all personal expenses during the Initial Training program, including but not limited to, travel, food and lodging costs. In the event that any scheduled training is cancelled by reason of Franchisee or Franchisee's delayed opening of the Facility, Franchisee shall also reimburse Another Nine for Another Nine's out-of-pocket expenses incurred (including, without limitation, the travel, food and lodging costs of Another Nine's trainers) as a result of such cancellation.

(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 full-time manager, shall attend additional training programs, sales meetings, operations meetings, and conventions, as Another Nine may from time to time direct. All expenses incurred by the Franchisee in connection with attendance at training programs, sales meetings, operations meetings, and conventions 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 has the authority to execute, deliver and perform Franchisee's obligations under this Agreement and are 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 has completely and accurately described, in writing, all share or unit holders of Franchisee, and all persons and entities that have voting or management rights and obligations, if any (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 reasonably acceptable to Another Nine), 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 obtain Another Nine's written approval prior to establishing a Web site in connection with Franchisee's operation of the Facility. Franchisee shall submit to Another Nine a sample of the Website information and shall operate the Website only in the form and manner prescribed by Another Nine from time to time; and

(xiii) 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, point-of-sale, and cash register equipment as directed by Another Nine in the Manuals or otherwise in writing. All costs related to the use, purchase and installation of the equipment will be borne by Franchisee. 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 has the option to create or appoint third-party developers to create 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. Additionally, Franchisee is responsible for installing any updates, supplements, modifications, or enhancements to the Required Software at its own expense. 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 and use data and information from Franchisee's Computer System or Required Software at any time, as deemed necessary or desirable by Another Nine. Franchisee will establish and maintain Internet, intranet, or extranet access 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 Revenues. 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 has the right to require Franchisee to use certain access control software for the Facility, as set forth in writing by Another Nine or in the Manuals, and reserves the right to charge Franchisee a fee for such usage.

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 be required to correct these problems within seven (7) days, unless the problems pertain to violations of a health ordinance or to some other urgent risk to the health and wellbeing of the general public or to the System, in which case those problems will be corrected within twenty-four (24) hours after their occurrence.

(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) Beginning in 2025, Another Nine established a Marketing Fund. "**Marketing Fund**" means a separate segregated fund maintained by Another Nine or its designee following the guidelines established by Another Nine, consisting of payments from franchisees under their franchise agreements. The Marketing Fund will be used for marketing, advertising, sales promotion and promotional materials, public and consumer relations, publicity, and any other programs that Another Nine deems necessary or appropriate. Franchisee must pay Another Nine a Marketing Fund contribution in an amount equal to two percent (2%) of the Gross Revenues 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; *provided that*, such contribution shall not exceed three percent (3%) of Franchisee's Gross Revenues.

(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 or escrow account, and Another Nine has no fiduciary obligations regarding the Marketing Fund.

(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 the other monies of Another Nine and shall be used for such reasonable administrative costs, development costs, marketing activities, and overhead as Another Nine may incur that are reasonably related to marketing activities and the administration of the Marketing Fund and advertising programs for the franchisees and the System. Another Nine will maintain separate bookkeeping accounts for Marketing Fund receipts and expenditures.

(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, all unspent monies on the date of termination will be distributed to the franchisees, provided they are current on their marketing fund contributions, in proportion to their respective contributions to the Marketing Fund during the preceding three (3) month period, and amounts refunded will be spent on local marketing.

(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.

(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 must spend one percent (1%) of Franchisee's Gross Revenues each month on local advertising, and must provide, on Another Nine's request, such evidence as Another Nine may prescribe confirming such expenditure. All advertising materials using the trademark of Another Nine must be approved in writing by Another Nine before their use by Franchisee.

(d) Another Nine does not currently maintain advertising councils for the purpose of advising Another Nine on advertising policies. However, Another Nine reserves the right to do so in the future. Another Nine does not currently maintain or require franchisee participation in any advertising cooperatives. However, Another Nine reserves the right to do so in the future. If Another Nine establishes an 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.

(e) 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.

(f) 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.

(g) 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, which may, without limitation, promote the Proprietary Marks and/or the System. Franchisee shall pay to Another Nine any fee imposed by Another Nine, or Franchisee's pro rata share of any fee imposed by a third party service provider, as applicable, in connection with hosting the Website. Another Nine shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. Another Nine shall also have the right to discontinue operation of the Website at any time without notice to Franchisee.

(ii) Except as approved in advance in writing by Another Nine, Franchisee shall not establish or maintain a separate Website, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Facility. 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 reserves the right to charge Franchisee a digital fee, as set forth in the Manuals or otherwise in writing from time to time.

(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 a bookkeeping and record keeping system, maintaining full, complete and proper books, records, and related source documents, and such other and additional requirements as may be required by Another Nine from time to time, in order to accommodate any changes in accounting and/or bookkeeping systems as may be established, relating (without limitation) to the use and retention of sales checks, cash register tapes or point-of-sale system receipts, purchase orders, invoices, payroll records, check stubs, sales tax records and returns, cash receipts and disbursements, journals, general ledgers, and such other records as are normally maintained by a retail indoor golf business, and as may be required by Federal and State laws, rules, codes and regulations.

13. FINANCIAL STATEMENTS

Franchisee shall submit to Another Nine:

(a) Within thirty (30) days of the end of each quarter, an unaudited profit and loss statement of the Facility, in a form satisfactory to Another Nine, for the preceding quarter and year to date; and

(b) By February 28th of each year, or if Franchisee maintains its books on a fiscal year basis, which shall be other than the calendar year, within sixty (60) days from the close of said fiscal year, a profit and loss statement and a balance sheet from the close of each such year and, if requested by Another Nine, these shall be audited by an independent public accountant.

14. MANUALS

(a) Another Nine will loan to Franchisee during the Term of this Agreement one set of Another Nine's confidential manuals ("**Manuals**") containing mandatory and suggested specifications, standards

and operating procedures and rules prescribed from time to time by Another Nine and information relative to other obligations of Franchisee hereunder as to the operation of the Facility. Franchisee shall not make copies of the Manuals (or any portions thereof) or thereafter use any information contained therein or other Confidential Information received by Franchisee during the Term hereof, other than as 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 shall have the right to add to and otherwise modify the Manuals from time to time to improve the standards of service or product quality for the efficient operation of the Facility, to protect and maintain the good will associated with the Proprietary Marks, or to meet competition.

(c) The provisions of the Manuals, as modified from time to time, and mandatory specifications, standards and operating procedures prescribed from time to time by Another Nine and communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. All references herein to this Agreement shall include the provisions of the Manuals and all such mandatory specifications, standards and operating procedures and rules.

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 not generally known about the System and Another Nine's services, standards, specifications, systems, procedures and techniques, and such other information or material as Another Nine may designate as confidential, shall be deemed confidential for purposes of this Agreement, except information that Franchisee can demonstrate came to its attention prior to disclosure thereof by Another Nine, or that is or has become a part of the public domain through publication or communication by others. 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 that the unauthorized use or disclosure of such Confidential Information and trade secrets will cause incalculable and irreparable injury to Another Nine. 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 (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 (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) 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. Franchisee shall use its best efforts 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.

(d) Franchisee will comply with all data protection and privacy laws and regulations (“**Applicable Data Protection Law**”) applicable to any information relating to an identified or identifiable natural person (“**Personal Data**”) that Franchisee processes. 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 the 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.

(e) 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.

(f) 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. 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, the following 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) If Franchisee is authorized to offer liquor for sale at the Facility, then Liquor Legal Liability insurance must be included within the Franchisee's CGL insurance coverage, within the specified limits or separate equivalent coverage shall be provided in writing;

(iv) Commercial Automobile Policy containing \$1,000,000 combined single limit of bodily injury and property damage liability, and which must include coverage for hired and non-owned vehicles as well as any owned or leased vehicles, if any;

(v) 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;

(vi) 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 \$5,000,000 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

(vii) A Privacy Network Security 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 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, including increasing policy limits, setting and modifying maximum deductibles, and requiring additional types of insurance or endorsements.

17. PROPRIETARY MARKS

(a) Franchisee expressly acknowledges that Another Nine is the owner of all right, title and interest in and to the Proprietary Marks, registered and unregistered, licensed to Franchisee by this Agreement. Another Nine warrants and represents that Franchisee is authorized to use the Proprietary Marks in accordance with the terms and conditions of this Agreement.

(b) Franchisee agrees to use the Proprietary Marks only in compliance with rules prescribed from time to time by Another Nine. Franchisee shall not use any Proprietary Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee hereunder), nor may Franchisee use any Proprietary Marks in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by Another Nine.

(c) Franchisee shall immediately notify Another Nine, in writing, of any apparent infringement or challenge to Franchisee's use of the Proprietary Marks. Another Nine shall have sole discretion to take such action as it deems appropriate.

(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 shall not contest, directly or indirectly, Another Nine's 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 **[FRANCHISE FEE]** Dollars (\$_____) payable in full at the time of execution and delivery of this Agreement. The Initial Franchise Fee is refundable to Franchisee, less Another Nine's actual out-of-pocket expenses, only as provided in Section 4(b) and 4(c) of this Agreement. Unless required to do so by applicable law, no refund by Another Nine shall bear any interest. Unless required to do so by applicable law, Another Nine will not deposit the Initial Franchise Fee or any part thereof in any escrow, trust or such similar account.

19. ROYALTY FEE

(a) Franchisee agrees to pay Another Nine an ongoing royalty fee (“**Royalty Fee**”) of six and a half percent (6.5%) of the Gross Revenues derived by, from, in, or through the Facility payable monthly, on the fifth (5th) business day of each month, on receipts for the preceding month. Concurrently with each payment of monthly Royalty Fees, Franchisee shall deliver to Another Nine a sales report showing the Royalty Fee computation thereof in the form prescribed by Another Nine. All such reports shall be transmitted by electronic data communication, facsimile transmission, or other method of delivery Another Nine may direct.

(b) The term “**Gross Revenues**” shall, for all purposes of this Agreement, mean the total revenues from all sales made by, from, in or through the Facility, deducting only sales taxes therefrom (to the extent charged to Franchisee by and paid by Franchisee to the applicable governing authority) and excluding only such revenues, if any, as may be required by applicable law.

(c) All Royalty Fees and other fees or payments due Another Nine shall bear interest after due date at a rate equal to the maximum interest rate permitted by law or in the absence of such a maximum rate at the rate of eighteen percent (18%) per year. Franchisee acknowledges that this Section shall not constitute Another Nine’s agreement to accept such payments after same are due.

(d) If Another Nine designates that payments required under this Section 19 be made by electronic fund transfer, Franchisee shall deposit all revenues from operation of the Facility into one bank account within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment. Franchisee shall furnish to Another Nine, upon Another Nine’s request, such bank and account number, a voided check from such bank account, and written authorization for Another Nine to withdraw funds from such bank account via electronic funds transfer without further consent or authorization for Franchisee’s Royalty Fees due to Another Nine based upon Franchisee’s Gross Revenues reports for the relevant time periods. Franchisee agrees to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer arrangement, as required by Another Nine. Franchisee agrees to pay all costs associated with any such transfer. In the event Franchisee changes banks or accounts for the bank account required by this Section 19(d), Franchisee shall, prior to such change, provide such information concerning the new account and an authorization to make withdrawals therefrom. Franchisee’s failure to provide such information concerning the bank account required by this Section 19(d) or any new account, or Franchisee’s withdrawal of consent to withdrawals for whatever reason and by whatever method shall be a breach of this Agreement.

20. PRODUCTS AND SUPPLIES

Franchisee shall purchase all products and equipment from suppliers, contractors and purveyors that have been approved in writing by Another Nine. If Franchisee desires to purchase any such items from a supplier, contractor, or purveyor that has not been approved by Another Nine, Franchisee shall submit to Another Nine a written request for approval.

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. A charge not to exceed the cost of such inspection and testing shall be paid by the Franchisee or by the supplier, contractor, or purveyor seeking approval, and 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 an unapproved supplier, contractor or purveyor, Another Nine reserves the right, at its option, retest the products or equipment of such supplier, contractor, or purveyor at any time, without prior notice and without liability, regardless of any contracted arrangement between Franchisee and the supplier, contractor, or purveyor, and Another Nine further reserves the right to revoke

its approval if, in the opinion of Another Nine, the supplier, contractor, or purveyor fails to demonstrate during any such reinspection or retest that it continues to satisfy Another Nine's standards and specifications.

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 the same pertain to violations of a health, sanitation or safety law or ordinance in which case such violation will be corrected immediately but in all events within twenty-four (24) hours.

(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 Revenues 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 Revenues 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. If any one or more of the following events take place, then Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement shall automatically terminate without notice to Franchisee:

- (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) **With Notice**. If any one or more of the following events takes place, then Franchisee will be deemed to be in default under this Agreement, and Another Nine will have the right to terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of Another Nine's written notice to Franchisee:

- (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 at any time ceases to operate or otherwise abandons the Facility for two (2) consecutive business days (during which Franchisee is otherwise required to be open, and without Another Nine's prior written consent to do so), loses the right to possession of the Location, or otherwise forfeits the right to transact business in the jurisdiction where the Facility is located (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 are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Another Nine believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Another Nine's interest therein or are determined to have submitted inaccurate information to Another Nine which Another Nine relied upon for the purpose of awarding franchise rights;

(iv) If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Facility;

(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 commits 3 or more defaults under this Agreement in any 365-day period, whether or not each such default has been cured 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 only terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default at least (A) ten (10) days for a monetary default and (B) thirty (30) days for a non-monetary default, 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.

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 Revenues for any month during such twelve (12) month period, the most recent twelve (12) months for which Franchisee has reported Gross Revenues, (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 and the Franchise Principals 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**" is agreed to mean a retail indoor golf facility.

(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 expiration or termination of this Agreement 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 or customer of any Another Nine facility to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

(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 3 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) Engage in, franchise or license, make loans to, lease real or personal property to, and/or have any direct or indirect ownership interest in, or render services or give advice to, any Competitive Business.

(d) During the Term, there is no geographical limitation on the restrictions set forth in Section 24. During the 2-year period following the expiration or earlier termination of this Agreement and/or a permitted transfer hereof, these restrictions shall apply within a ten (10) mile radius of the Location and any then-existing Another Nine facility, except as Another Nine may otherwise approve in writing. 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.

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 and neither this Agreement, the franchise, 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, or otherwise transferred or encumbered by Franchisee or its owners (including, without limitation, by will, declaration of, or transfer in trust or the laws of intestate succession) 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 such assignment, transfer or encumbrance without such approval shall constitute a breach hereof. 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) Consent to an assignment otherwise permitted or permissible may be refused by Another Nine, unless prior to the effective date of the assignment 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);

(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 equal to its reasonable legal and out of pocket expenses incurred as a consequence of such assignment;

(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 favor of Another Nine and Another Nine's Affiliates;

(viii) Assignee meets the financial and business experience requirements then in effect for all new franchisees; 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) 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 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 one and one-half percent (1.5%) per month, 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 Revenues and compute the amounts due and owing from Franchisee to Another Nine. The certification so made as to Gross Revenues 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 mutually agree that the 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 independent contractors. Nothing in this Agreement shall be construed in any manner to create between Another Nine and Franchisee the relationship of joint venturers or partners, employer and employee, master or servant or principal and agent. Neither party shall act in any manner to imply any such relationship. Another Nine shall neither be obligated nor bound by any agreements, representations or warranties made by Franchisee nor shall Another Nine be held liable for any damages to any person or property directly or indirectly arising out of the operation of the Facility whether caused by Franchisee's negligent or willful action or failure to act, or otherwise. Franchisee agrees to indemnify, hold harmless and defend Another Nine 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 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. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. 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 the Franchisee is a limited liability company, partnership or corporation or if Another Nine approves the transfer of this Agreement and the franchise granted herein to a limited liability company, partnership or corporation pursuant to Section 25 hereof or otherwise, such limited liability company,

partnership or corporation 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 or Franchisee) and all managers/members of such limited liability company, general partners of such partnership or officers and shareholders of voting stock of such corporation shall execute this Agreement, or a Guaranty in a form and substance satisfactory to, and approved by and/or directly used by Another Nine, and be bound jointly and severally by all provisions hereof provided, that the provisions of this Section 30 shall not apply to a corporation whose shares are publicly traded on a national exchange. No manager/member of any such limited liability company or partner of any such partnership or officer or shareholder of any such corporation may conduct any other indoor golf business without the prior written consent of Another Nine.

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
3545 Columbia Parkway
Cincinnati, OH 45226
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 31. 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.

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, or in Another Nine's Franchise Disclosure Document. 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

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

CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

As an inducement to Another Nine, LLC (“us”, or “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 a retail indoor golf facility.

(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), we will have the right to require you to pay to us, our Affiliate or the affected franchisee, and you agree to pay an amount equal to 3 times the annual salary of the person involved in such violation, plus an amount equal to our cost and mutual attorneys' fees incurred in connection with such a 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.

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, or in any other capacity in 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 Franchisees and/or Franchise Principals;
- (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), we will have the right to require you to pay to us, our Affiliate or the affected franchisee, and you agree to pay an amount equal to 3 times the annual salary of the person involved in such violation, plus an amount equal to our cost and mutual attorneys' fees incurred in connection with such a 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 sitting in

the county and state where we then maintain our principal place of business at the time an action is commenced or United States District Court for the county and state where we then maintain our principal place of business at the time the action is commenced shall be the exclusive venue and the forum in which to adjudicate any case or controversy pertaining to this Agreement. 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]

[CONTINUED ON NEXT PAGE]

By: _____
Date: _____

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

[FRANCHISE PRINCIPAL]

By: _____
Date: _____

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

OWNER'S GUARANTY

As an inducement to Another Nine, LLC (“us”, or “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, or any of our Affiliates (as such term 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 as Exhibit B to the Franchise Agreement) or Approved Suppliers (collectively, the “Collateral Agreements”) the undersigned (“you”), each having an ownership interest in the Franchise Agreement or the Franchisee agree 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 3545 Columbia Parkway, Cincinnati, Ohio, 45226 (“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 security interest in and to the Lease, all of the furniture, fixtures, inventory, licenses and supplies located in 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 without first obtaining Franchisor's written consent, 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, exonerated 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 written consent of Franchisor.

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 or any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement. 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 corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

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: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by [•], the [•] of Another Nine, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

{SEAL}
My Commission Expires:

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by [NAME], an individual.

Notary Public

{SEAL}
My Commission Expires:

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of [ENTITY] a [STATE] [LLC/CORP.], on behalf of the _____.

Notary Public

{SEAL}
My Commission Expires:



EXHIBIT B – AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, in accordance with applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for review, registration and oversight of franchises in these states:

STATE	AGENCY
California	<p>Department of Financial Protection and Innovation Office of the Ombuds 2101 Arena Boulevard Sacramento, CA 95834 866-275-26771-866-275-2677</p> <p><i>Los Angeles</i> 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500</p> <p><i>Sacramento</i> 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205</p> <p><i>San Diego</i> 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 525-4233</p> <p><i>San Francisco</i> One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565</p>
Delaware	<p>Corporate Creations Network Inc. 3411 Silverside Road, #104 Rodney Building Wilmington, Delaware 19810</p>
Illinois	<p>Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465</p>
Indiana	<p>Franchise Section Indiana Securities Division Secretary of State 302 W. Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>

STATE	AGENCY
Maryland	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6532
Michigan	Consumer Protection Division, Franchise Unit Michigan Department of Attorney General G. Mennen Williams Bldg. 525 W. Ottawa Street, 6 th Floor Lansing, Michigan 48913 (517) 373-7117
Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Bismarck, ND 58505-0510 (701) 328-4712
Ohio	Corporate Creations Network Inc. 119 E. Court Street Cincinnati, Ohio 45202
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter St. NE, Rm. 410 Salem, Oregon 97301-3881 (503) 378-4140
Rhode Island	Department of Business Regulation Securities Division Bldg. 69, First Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401)462-9527

STATE	AGENCY
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9051
Washington	Department of Financial Institutions Securities Division - 3 rd Floor 150 Israel Road, SW Turnwater, Washington 98507 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 201 W. Washington Ave. Madison, Wisconsin 53703 (608) 267-9140



EXHIBIT C – STATE REGULATORY AUTHORITIES

California

Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834
(213) 576-7500 or (866) 275-2677

Connecticut

Principal Securities Examiner
44 Capitol Avenue
Hartford, CT 06106
(860) 240-8100

Florida

Dept. of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, FL 32399-0800
(904) 487-4177

Hawaii

Director of Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois

Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, IL 60601
(217) 782-4465

Indiana

Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6688

Iowa

Iowa Securities Bureau
Second Floor
Lucas State Office Building
Des Moines, IA 50319
(515) 281-4441

Kentucky

Office of Attorney General



1024 Capital Center Drive
Frankfort, KY 40602
(502) 564-7600

Maryland

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6532

Michigan

Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 Ottawa Street
Lansing, MI 48913
(517) 373-7117

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1500

Nebraska

Nebraska Dept. of Banking & Finance Bureau of Securities
1200 N. Street, Suite 311
Lincoln, NE 68509-5006
(402) 471-3445

New York

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

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capital – Fifth Floor
Bismarck, ND 58505
(701) 328-4712

Oregon

Department of Consumer and
Business Services Securities Section
21 Labor and Industries Building
Salem, OR 97310
(503) 378-4387



Rhode Island

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 277-3048

South Dakota

Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre SD 57501
(605) 773-4823

Texas

Secretary of State Statutory Document Section
1019 Brazos
Austin, TX 78711
(512) 463-5701

Utah

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities & Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051



Washington

Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98504
(360) 902-8760



EXHIBIT D- LIST OF OUTLETS

State	Address	Franchisee	Phone Number
N/A	N/A	N/A	N/A



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
N/A	N/A	N/A	N/A	N/A



EXHIBIT F – FINANCIAL STATEMENTS

Another Nine, LLC

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash	0.00
Mercury Checking (4110) - 1	44,053.93
Total Bank Accounts	\$44,053.93
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Total Current Assets	\$44,053.93
Fixed Assets	
Leasehold Improvements	205,853.67
Leasehold Improvements - Accumulated Depreciation	-424.00
Long-term office equipment	
Computers & tablets	7,530.35
Computers & Tablets - Accumulated Depreciation	-377.00
Golf Simulators & Enclosures	54,621.66
Golf Simulators & Enclosures - Accumulated Depreciation	-8,193.00
Total Long-term office equipment	53,582.01
Total Fixed Assets	\$259,011.68
Other Assets	
Security Deposits	3,003.75
Total Other Assets	\$3,003.75
TOTAL ASSETS	\$306,069.36
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	
Contracts Payable	0.00
Rent Payable (A/P)	0.00
Total Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Blue Business Cash(TM) (1002) - 5	9,337.31
Total Credit Cards	\$9,337.31
Total Current Liabilities	\$9,337.31
Total Liabilities	\$9,337.31

Another Nine, LLC

Balance Sheet

As of December 31, 2024

	TOTAL
Equity	
Contributions - Brett	97,126.44
Contributions - Ethan	114,061.64
Equity - Brett	63,527.09
Equity - Ethan	77,649.22
Personal expenses	0.00
Retained Earnings	-37,569.86
Net Income	-18,062.48
Total Equity	\$296,732.05
TOTAL LIABILITIES AND EQUITY	\$306,069.36



EXHIBIT G – STATE ADDENDA TO THE DISCLOSURE DOCUMENT

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

<input type="checkbox"/>	Exhibit G-1:	Illinois
<input type="checkbox"/>	Exhibit G-2:	Minnesota



EXHIBIT G-1

STATE DIFFERENCES: ILLINOIS

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or 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.

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.

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

In addition to the Franchise Agreement, in the form attached as Exhibit A, Illinois franchisees will sign an Illinois Addendum attached to this Exhibit G-1.



ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

THIS ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT (the “Addendum”), is made as of the ___ day of _____, 20___, at Cincinnati, Ohio between **ANOTHER NINE, LLC** an Ohio limited liability company with headquarters located at 3345 Columbia Parkway, Cincinnati, OH 45226 (“Franchisor”), and _____, a _____ (“Franchisee”), to the Franchise Agreement with Franchisee dated as of today’s date (the “Agreement”).

Background

Pursuant to the Agreement, Franchisee has obtained from Franchisor the right to operate an indoor golf facility franchise at _____ (the “Facility”); and

The laws of Illinois require the execution of this Addendum in connection with the execution of the Agreement;

Accordingly, the parties agree to the terms below.

Agreement

1. **Amendment.** The terms of the Agreement are amended as follows:

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

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

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

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



2. Supplemental. This Addendum is supplemental to and part of the Agreement. All the Agreement's terms and provisions, as amended above, remain effective on and after the date of this Addendum, as they may be later amended, supplemented, or otherwise modified from time to time.

ANOTHER NINE, LLC

[FRANCHISEE]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT G-2
STATE DIFFERENCES: MINNESOTA
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – MINNESOTA

The following language is added as an additional Risk Factor on the cover page of the Franchise Disclosure Document:

MINNESOTA STATUTES §80C.21 AND MINNESOTA RULE 2860.4400J
CURRENTLY PROHIBIT LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA.

The following language is added to Item 13:

The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Franchisor's registered trademark infringes trademark rights of the third party. Franchisor is not required to indemnify Franchisee for its use of Franchisor's trademark unless such use is in accordance with the requirements of the Franchise Agreement. As a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisee must cooperate in the defense as reasonably required and Franchisor has 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.

The following language is added to Item 17:

Liquidated damages provisions are not enforceable under Minnesota law.

The following Sections are added to Item 17:

Minnesota Statute 80C.14, Subd. 5 states, "It is unfair and inequitable for a person to unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor."

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require

except in certain specified cases, that Franchisee be given 90-days' notice of termination (with 60 days to cure) and 180-days' notice for nonrenewal of the Franchise Agreement.

The following language is added to Item 17:

Minnesota Statute 80C.17, Subd. 5 states, "No action may be commenced pursuant to this section more than three years after the cause of action accrues."

The following language is added to Item 17:

This section shall in no way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

The following language is added to Item 17:

This section shall in no way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80(C), including the right to a jury trial.

The following language is added to Item 17:

Notwithstanding any requirement for litigation to be conducted in Ohio, litigation may be brought in Minnesota to the extent required by Minnesota law.

The following language is added to Item 17:

Minnesota Rule 2860.4400(D) provides that a franchisee may not be required to assent to a release that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

The following language is added to Item 17:

Minnesota Rule 2860.4400(J) provides that [a] although a franchisor can seek injunctive relief, a franchisee cannot consent to the franchisor's obtaining injunctive relief and [b] a court shall decide whether bond is required as a condition to entry of a temporary or permanent injunction.



In addition to the Franchise Agreement, in the form attached as Exhibit A, Minnesota franchisees will sign a Minnesota Addendum in the form attached to this Exhibit G-2.



MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

THIS MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT (the “Addendum”), is made as of the ___ day of _____, 20___, at Cincinnati, Ohio between **ANOTHER NINE, LLC** an Ohio limited liability company with headquarters located at 3345 Columbia Parkway, Cincinnati, OH 45226 (“Franchisor”), and _____, a _____ (“Franchisee”), to that certain Franchise Agreement dated as of even date herewith (the “Agreement”).

W I T N E S S E T H

WHEREAS, pursuant to the Agreement, Franchisee has obtained from Franchisor the right to operate an indoor golf facility franchise at _____ (the “Facility”); and

WHEREAS, the laws of the state of Minnesota require the execution of this Addendum in connection with the execution of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

Amendment. The terms of the Agreement are amended as follows:

Indemnification. The following language is added to Section 17:

(h) The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee’s use of Franchisor’s registered trademark infringes trademark rights of the third party. Franchisor is not required to indemnify Franchisee for its use of Franchisor’s trademark unless such use is in accordance with the requirements of the Franchise Agreement. As a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisee must cooperate in the defense as reasonably required and Franchisor has 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.

1.2 Consent. The following language is added to Section 25:

(j) Minnesota Statute. Minnesota Statute 80C.14, Subd. 5 states, “It is unfair and inequitable for a person to unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor”.

1.3 Notice. The following language is added to Section 22:

(g) Minnesota Requirement. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require except in certain specified cases, that Franchisee be given 90-days’ notice of termination with 60 days to cure (subject to the exceptions in the Rule 2860.4400(E)(2)(a)-(c)) and 180-days’ notice for nonrenewal of the Franchise Agreement.

1.4 Limitation of Claims. The following language is added to Section 22

Minnesota Statute 80C.17, Subd. 5 states, “No action may be commenced pursuant to this section more than three years after the cause of action accrues.

1.5 Jurisdiction. The following language is added to Section 26(f):

This section shall in no way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

1.6 Jury Trial. The following language is added to Section 26(h):

This section shall in no way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80(C), including the right to a jury trial.

1.7 Forum. The following language is added to Section 26(f)

Notwithstanding any requirement for litigation to be conducted in Ohio, litigation may be brought in Minnesota to the extent required by Minnesota law.



1.8 Release. The following language is added to Section 25(e)(vii):

Minnesota Rule 2860.4400(D) provides that a franchisee may not be required to assent to a release that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

1.9 Bond. The following language is added to Section 26(a):

Minnesota Rule 2860.4400(J) provides that [a] although a franchisor can seek injunctive relief, a franchisee cannot consent to the franchisor's obtaining injunctive relieve and [b] a court shall decide whether bond is required as a condition to entry of a temporary or permanent injunction.

Supplemental Agreement. This Addendum is supplemental to and part of the Agreement. All the Agreement's terms and provisions, as amended above, shall remain effective on and after the date written above, as they may be later amended, supplemented, or otherwise modified from time to time.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

ANOTHER NINE, LLC

[FRANCHISEE]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____



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	N/A
Hawaii	N/A
Illinois	Pending
Indiana	Effective February 10, 2025
Maryland	N/A
Michigan	N/A
Minnesota	Pending
New York	N/A
North Dakota	N/A
Rhode Island	N/A
Virginia	N/A
Washington	N/A
Wisconsin	N/A

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, 513-290-5826.

Issuance Date: January 1, 2025

Another Nine, LLC authorizes its registered agents listed in Exhibit B to receive service of process from Another Nine.

I have received a Franchise Disclosure Document dated January 1, 2025. State registration effective dates are listed on the State Registration page. The Disclosure Document included the following Exhibits:

Exhibit A – Franchise Agreement
Exhibit B – Agents for Service of Process
Exhibit C – State Regulatory Authorities

Exhibit D – List of Outlets
Exhibit E – List of Closed Outlets

Exhibit E – List of Closed Outlets
Exhibit F – Financial Statements
Exhibit G – State Addenda to the Disclosure Document
Exhibit H – State Effective Dates
Exhibit I - Receipts

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.



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.

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Exhibit C – State Regulatory Authorities

Exhibit D – List of Outlets
Exhibit E – List of Closed Outlets

Exhibit E – List of Closed Outlets
Exhibit F – Financial Statements
Exhibit G – State Addenda to the Disclosure Document
Exhibit H – State Effective Dates
Exhibit I - Receipts

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.



13833724.5