FRANCHISE DISCLOSURE DOCUMENT
MONSTER ENTERTAINMENT, LLC
(a Nevada Limited Liability Company)
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The franchise being offered is to establish and operate a MONSTER MINI GOLF® business. MONSTER MINI GOLF® franchises are entertainment centers for children and adults that feature indoor miniature golf, videogames, redemption games and other activities.

The total investment necessary to begin operation of a MONSTER MINI GOLF® concept franchise is $891,500 - $1,563,500. This includes between $370,735 to $380,745 that must be paid to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact us at 230 East W.T. Harris Blvd. Suite C-4, Charlotte, NC 28262, (702) 583-6161.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as *"A Consumer's Guide to Buying a Franchise,"* which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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: April 8, 2026 (See Exhibit K, State Cover Page for state effective dates.)

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:

1.

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 Item 20 or Exhibits G and H.
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?	Item 21 or 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 MONSTER MINI GOLF® 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 MONSTER MINI GOLF® franchisee?	Item 20 or Exhibits G and H list 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 F.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in North Carolina than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document ("Disclosure Document"), the words "we," "our" and "us" refer to Monster Entertainment, LLC, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted.

The Franchisor

We were originally formed in the State of Connecticut on March 3, 2005 for the purpose of offering MONSTER MINI GOLF® franchises. On June 5, 2008, our principals formed a separate entity, also called Monster Entertainment, LLC, in the State of Rhode Island. In June 2008, the Connecticut and Rhode Island entities were merged, and the Rhode Island entity survived. In 2019, the Rhode Island entity was merged into a newly formed limited liability in Nevada under the same name, Monster Entertainment, LLC. Our principal business address is 230 East W.T. Harris Blvd. Suite C-4, Charlotte, NC 28262. We do business under our corporate name and the name "MONSTER MINI GOLF®." We have offered franchises for this business since 2005. We have never offered franchises in any other line of business, and we are not engaged in any business activities other than those described in this Disclosure Document. We have no predecessors. Our agents for service of process are listed in Exhibit B. We are not engaged in any other line of business. Monster Entertainment, LLC does not own or operate a business of the type being franchised.

Our Parent

On January 3, 2023, a Membership Interest Purchase Agreement was executed whereby the sole members of Monster Entertainment, LLC sold all of their membership interests in Monster Entertainment, LLC to Multiplying Monsters Corp., a corporation formed in Nevada on September 27, 2022, with its principal address at 230 East W.T. Harris Blvd., Suite C-4, Charlotte, NC 89103 (our "Parent") (the "2023 Acquisition"). As part of the same transaction, our Parent also acquired all of the membership interests in our affiliates, Try Plan B, LLC and Twisted Toybox, LLC. Our Parent does not offer franchises in any line of business, nor do they sell products or services to franchisees of Monster Entertainment, LLC; however, certain members of our Parent, either directly or indirectly, have a sole or partial ownership interest in one or more MONSTER MINI GOLF® outlets each of which is operated pursuant to a franchise agreement.

Our Affiliates

Our Affiliate, Twisted Toybox, LLC, is a Nevada limited liability company with its principal business address at 230 East W.T. Harris Blvd., Suite C-4, Charlotte, NC 89103. Twisted Toybox is a wholly owned subsidiary of our Parent and is currently the only approved supplier of the Phase II Build-Out Package, and the Laser Tag Arena Theming Package. See Item 7 for additional information. Twisted Toybox does not offer, and has never offered, franchises in any type of business and does not conduct any business other than as described in this Disclosure Document.

Another affiliated company, Try Plan B, LLC owns the Marks and licenses them to us for use in our franchise program. Try Plan B, LLC is also a wholly owned subsidiary of our Parent. See Item 13.

Other than as set forth above, we do not currently operate any businesses of the type being franchised, nor are we involved in any other business activities.

The Franchise Offered

We grant franchises to qualified persons or business entities in connection with the service mark "MONSTER MINI GOLF® " and other related logos (collectively referred to as the "Marks"). We refer to these businesses as "MONSTER MINI GOLF® Businesses." We refer to the MONSTER MINI GOLF® Business you will operate as the "Franchised Business."

MONSTER MINI GOLF® Businesses are entertainment centers for children and adults that feature indoor miniature golf, video games, redemption games, private party/function rooms and other activities, and which host birthday parties, corporate/team building events, field trips and other events. A core concept MONSTER MINI GOLF® Business typically requires between 9,000 to 12,000 square feet of space and are usually located in in-line/strip-mall or other retail space, preferably in densely populated areas, with good visibility from main roads or arteries with high traffic counts. If you elect to incorporate additional, approved attractions, additional square footage for the premises may be required. We may allow franchisees to locate MONSTER MINI GOLF® Businesses in shopping malls or other prime rental areas in certain circumstances, as well as flex or warehouse space, depending on the area. Franchised Businesses may add, subject to our approval (which may be granted, denied or conditioned in our sole discretion), Additional Attractions or Enhancements to the Core Concept such as, but not limited to, laser tag, laser maze, bowling, purchased arcade games (including virtual reality), food and beverage, or concessions. If you elect to add any such optional Additional Attractions or Enhancements, additional square footage may be required. Your site should have adequate parking and be safe and well-lit at night. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which we refer to as our "System" and which is more particularly described in our Franchise Agreement attached as Exhibit C to this Disclosure Document.

General Description of the Market and Competition

Our concept is targeted to the general public. As a franchisee, you will compete with other miniature golf courses, arcades, facilities offering birthday party services and other similar entertainment businesses. Your competition may be local, independently-owned businesses or may be part of a regional or national chain or franchise.

Regulations Specific to the Industry

Some states and localities have regulations or licensing requirements for businesses operating arcades or other similar amusements. Otherwise, we are aware of no laws that specifically affect MONSTER MINI GOLF® Businesses. The details of state and local regulations and requirements vary from place to place. You should investigate whether there are regulations and requirements that apply in the geographic area in which you are interested in locating your Franchised Business and should consider both their effect and cost of compliance.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer: Christopher Larry King

Mr. King has been our Chief Executive Officer since March of 2024; he is based in Huntersville, NC. Prior to becoming Chief Executive Officer, Chris served as President from January 2023 to March 2024 and Chief Operating Officer based out of Las Vegas, Nevada from June 2015 to 2023. Chris is also currently the Chief of Operations of Multiplying Monsters Corp., the sole member of Franchisor, and has served in this role since January of 2023. Chris is also currently one of the owners of the MONSTER MINI GOLF® outlets located in Charlotte, North Carolina, Gastonia, North Carolina and Monroe, North Carolina; he has held this role since February of 2021.

Chief Finance and Development Officer: Nicholas Mastrandrea, Jr.

Mr. Mastrandrea has been our Chief Development Officer since March of 2024 and our Chief Financial officer since July of 2024. He is based out of Montville, NJ. Prior to becoming our Chief Development Officer, Nick served as Vice President of Development from January 2023 to March 2024. Nick is also currently the Chairman of the Board of Multiplying Monsters Corp., the sole member of Franchisor, and has served in this role since January of 2023. Nick is also currently the Managing Member and President of Nick Nack LLC (since October 2018), Nick Nack Paramus (since May of 2010), Nick Nack Yonkers Corp (since October 2020) and Nick Nack Edison LLC (since March 2017). These companies are based in Montville, New Jersey and operate four franchised MONSTER MINI GOLF® outlets. Nick is also currently a minority investor in four other franchised MONSTER MINI GOLF® outlets.

Chief Legal Officer: Holly Hernandez

Mrs. Hernandez has been our Chief Legal Officer since March of 2024 and is based out of Frisco, TX. Prior to becoming our Chief Legal Officer, Holly served as Vice President of Legal Affairs from January of 2023 to March 2024. Holly is also currently the Chief Legal Officer and Secretary of Multiplying Monsters Corp., the sole member of Franchisor, and has served in this role since January of 2023. Holly is also the President of Strutter Enterprises, LLC in Frisco, Texas, which operates a MONSTER MINI GOLF® outlet. She served in that role since January of 2016 and will continue to do so simultaneously with her role as our Chief Legal Officer. Holly is also the President of Radioactive Enterprises, LLC in Frisco, Texas which operates a MONSTER MINI GOLF® outlet in Keller, Texas. She has served in that role since January 2024 and will continue to do so simultaneously with her role as our Chief Legal Officer. Holly is also currently a minority investor in five other franchised MONSTER MINI GOLF® outlets. Prior to joining Monster, Holly was a Senior Vice President with Acacia Research Group, LLC in Frisco, Texas, a role she held from February of 2012 until February 2020.

Marketing Director: Martin Farrell

Mr. Farrell has been our Marketing Director since September 2007; he is based out of Huntersville, NC.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee:

You must pay us a non-refundable initial Franchise Fee as follows:

Initial Franchise Fee	# of Franchise Agreements Signed Simultaneously
$60,000 per outlet	1
$55,000 per outlet	2
$45,000 per outlet	3 – 5
$40,000 per outlet	6 – 9
$35,000 per outlet	10+

The Franchise Fee is paid in a lump sum when you sign the Franchise Agreement. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as described in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees, and administrative fees. If you are an honorably discharged veteran, we will discount the initial franchise fee for your first MONSTER MINI GOLF® outlet by $5,000. We may also offer discounts to existing franchisees who sign a second or subsequent franchise agreement.

Except as set forth above, the initial franchise fee is uniform. During our most recently completed fiscal year that ended on December 31, we collected initial franchise fees ranging from $20,000 to $60,000.

Phase II Build Out Package:

Our Affiliate will provide the standard Phase II Build-Out Package, (which includes the design, construction, shipping and installation of your golf course/concept) for your Franchised Business at your cost and expense. You must pay a non-refundable Phase II Build-Out Package fee of $334,000, plus any customization expenses, which will be paid in two installments. If your Franchised Business will be located in premises that is more than 12,000 square feet, you will incur additional fees for the Phase II Build-Out Package fee as follows: for spaces between 12,001 to 15,000 = $5,000, for spaces between 15,001 to 18,000 = $7,500, and for spaces between 18,001 to 21,000 = $10,000.

The first installment of the Phase II Build-Out Package fee, which shall be $75,000, must be paid within five (5) days after you sign the Franchise Agreement, while the balance (regardless of whether your Franchised Business is ready to begin the Phase II Build Out) must be paid at the earlier of (a) the date your construction permit is issued, or (b) 30 days after you sign your lease agreement. If Phase II Build-Out construction is delayed due to no fault of the Franchisor or our Affiliate, you may be assessed a Phase II Delay Fee as further set forth in Item 6.

The Phase II Build-Out Package fee includes most of the "concept related" components of the build-out, including, among other things: sound & FX system (on golf course); design, purchase, installation and fine-tuning of our standard sound, lighting and effects package for the golf course (not general UV room illumination); course materials, construction, delivery and installation of the golf course, course components, platforms, DJ booth, props and animatronics (including installation and fine tuning of air feeds and motions), ramps, décor and artwork package, etc.; gaming/common areas (purchase and/or manufacture of proprietary fixtures and equipment, such as proprietary point of purchase "redemption counter," display cases), party room furniture (including 4 tables, 50 chairs, general decorations), club holders, pricing stand-up, knee-walls, drink rails, and other items required to create the MONSTER MINI GOLF® concept; and other items (including core-bore drilling 18 holes, and rental of necessary equipment). Currently, we provide and install the proprietary MONSTER MINI GOLF® course "turf" (or carpet).

You may require or request customization or changes to the standard Phase II Build-Out Package in order to comply with state or local laws and regulations, or to add optional features (e.g., additional art work for a laser tag arena or laser maze), for an additional cost. In those circumstances you must pay our Affiliate for all such additional costs it incurs related to such customization or changes; provided, however, that prior to incurring such costs our Affiliate will provide you with a quote for the same before completing any customization or change work.

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ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Sales; however, if you own three or more outlets, your Royalty Fee shall be 6.5% of Gross Sales for all three outlets for any period that three or more outlets are open for business	Weekly	See definition of Gross Sales.[1] (Section 3.3)*
Marketing Fund Contribution	2% of Gross Sales (subject to increase up to 4%)	Weekly	You must make a weekly contribution of 2% of Gross Sales to the Marketing Fund. We reserve the right to increase your required Marketing Fund Contribution up to 4% of Gross Sales. (Sections 3.4 and 11.3) We may require Marketing Fund Contributions to be used in cooperative advertising. (Section 11.4)
Technology Fee	Then-current fee (currently, $1,500)	Annually, on July 1st	You will pay us an annual Technology Fee in exchange for certain technologic services and/or support that we provide to you in our sole discretion. Currently, this includes music licensing fees, website maintenance and hosting fees, cloud storage fees, e-learning, mobile application; however, we reserve the right to modify the services provided at any time in our sole discretion.

* All citations of Section numbers throughout this Disclosure Document refer to the Franchise Agreement attached as Exhibit C.

Type of Fee	Amount	Due Date	Remarks
Phase II Delay Fee	Actual Cost Difference	Upon Demand.	If, for reasons. not caused by Franchisor, Phase II construction does not begin within the prescribed time frame, you will be responsible for paying us or our affiliate the difference (if any) between the actual Phase II Build Out Package Fee you already paid pursuant to your Franchise Agreement and the Phase II Build Out Package Fee that is then being charged (as of the time you commence Phase II construction) to account for increases in the cost of labor, materials and otherwise.
Local Advertising	At least 2% of Gross Sales	Monthly	You pay directly subject to our approval. (Section 11.2) We may require Local Advertising expenditures to be used in cooperative advertising. (Section 11.4)
Audit Expenses	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 3%. (Section 12.6) You are also required to submit to us within 90 days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. These financial statements must be prepared by you, at your cost, in accordance with generally accepted accounting principles applied on a consistent basis. If required by us, these financial statements must be reviewed by a certified public accountant at your cost.
Late Fees	12% per year or the highest rate allowed by law, whichever is less	Upon demand	Applies to all overdue Royalty Fees, Marketing Fund Contributions and other amounts due to us. (Section 3.7) Also applies to any understatement in amounts due revealed by an audit. (Section 12.6)
Approval of Products or Suppliers	All reasonable costs of evaluation	Time of evaluation	Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase. (Section 13.1)

Type of Fee	Amount	Due Date	Remarks
Insurance Policies	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. (Section 15.5)
Transfer Fee	$9,500	At the time of transfer	Does not apply to a transfer for the convenience of ownership where there is no change in control (Section 18.2)
System Modifications	Amount of your out-of-pocket expenses	As required	If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense. (Section 10.2)
Customer Service	Our out-of-pocket costs in resolving any customer complaints	Upon demand	If we directly handle a complaint by one of your customers, you must reimburse us for our out-of-pocket costs, such as the amount of any coupon or gift card awarded to such customer. (Section 13.7)
Ongoing Training Programs	You are required to pay your expenses as well as your employees' expenses in attending	Time of program	No tuition or training fees are assessed; attendance will not be required more than 2 times per year and collectively will not exceed 5 days in any year. (Section 8.5)
Additional Training	Rates as published in the Manual; currently, $500 per day per trainer, plus our expenses and your expenses as well as your employees' expenses in attending	Time of service	We provide approximately 2 weeks of training for you and one additional person. You pay for additional training if you request it. (Section 8.1)

Type of Fee	Amount	Due Date	Remarks
Replacement Manager Initial Training	Our training costs of approximately $500 per day, plus your travel costs, room and board, and employees' salaries	Upon demand; as incurred	We have the right to require you to pay our costs of training a replacement Designated Manager if we determine that manager changes by you are excessive or caused by poor hiring practices. You will be responsible for all travel costs, room and board and salaries incurred by you for the new Designated Manager to attend training. (Section 8.4)
Operations Assistance	Rates as published in the Manual; currently, $500 per day per employee plus our expenses	Time of assistance	We provide approximately 3-5 days of assistance around the beginning of operations. You pay for additional assistance if you request it. (Section 8.2)
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we prevail. (Section 22.4)
Relocation Fees	All costs including attorneys' fees.	Upon demand	We have the right to charge you for any costs incurred by us in providing assistance to you in connection with any location, including attorneys' fees. (Section 5.6)
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business. (Section 21.3)

The above table describes other recurring or isolated fees or payments that you must pay to us or that we impose or collect for a third party under the terms of the Franchise Agreement. Unless otherwise indicated, all of the fees are uniformly imposed, non-refundable, and are imposed by, payable to, and collected by us. To the extent that any fee set forth in the table above is based upon our "then-current" amount or refers to the "rates published in our manual", and to the extent that an alternative formula or maximum is not set forth in the table above, the maximum annual increase for any such fee that we will impose upon you during the term of your agreement will be 20% of the prior year fee. As of the issuance date of this Disclosure Document, there are no advertising or purchasing cooperatives; accordingly, franchisor or affiliate owned outlets do not have voting control over any fees.

NOTES

[1] The term "Gross Sales" means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Business and all sources at or in close proximity to the approved location whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that you collect for or on behalf of and pay to any governmental taxing authority, (c) the value of any allowance issued or granted to any customer of the Franchised Business that you credit in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate you receive from a manufacturer or supplier. (Section 1)

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – CORE CONCEPT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$60,000	Cashier's Check or wire transfer	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	$20,000-$40,000	As Arranged	Before Beginning Operations	Lessor
Phase I Leasehold Improvements[3]	$350,000 - $560,000	As Arranged	Before Beginning Operations	Supplier
Architectural Plans[4]	$20,000 - $30,000	As Arranged	Before Beginning Operations	Architect
Initial Insurance Deposits[5]	$2,000 - $4,000	As Arranged	Before Beginning Operations	Supplier
Equipment (Office, etc.)[6]	$2,000 - $ 4,000	As Arranged	Before Beginning Operations	Approved Supplier
Point-of-Sale System[7]	$15,000 - $35,000	As Arranged	Before Beginning Operations	Approved Supplier
Training[8]	$2,500 - $3,500	As Arranged	Before Beginning Operations	Approved Supplier
Signage[9]	$13,000-$20,000	As Arranged	Before Beginning Operations	Approved Supplier
Phase II Build-Out Package Fee [10]	$334,000 - $344,000 (plus customization expenses)	As Arranged	$75,000 due within 5 days after you sign the Franchise Agreement; balance due at the earlier of (a) the date construction permit is issued, or (b) 30 days after you sign the lease. If	Our Affiliate

			the additional square footage fees referenced in Item 5 are applicable, those fees shall be due at the same time as the Phase II Build-Out Package Fee is due.	
Arcade Games[15]	$0 - $350,000	As Arranged	Before Beginning Operations	Approved Suppliers and other Third-Party Suppliers
Operating Supplies additional UV lighting[11]	$5,000 - $10,000	As Arranged	Before Beginning Operations	Our Affiliate, Approved Suppliers and other Third Party Suppliers
Operating Supplies, Party Room Furniture and Supplies[11]	$2,000 - $4,000	As Arranged	Before Beginning Operations	Our Affiliate, Approved Suppliers and other Third Party Suppliers
Operating Supplies clubs/balls, mini golf supplies, Redemption Stock, etc.[11]	$8,000 - $12,000	As Arranged	Before Beginning Operations	Our Affiliate, Approved Suppliers and other Third Party Suppliers
Grand Opening[12]	$8,000 - $12,000	As Arranged	Before Beginning Operations	Supplier
Miscellaneous[13]	$15,000	As Arranged	Before Beginning Operations	Licensing Authority
Legal & Accounting[14]	$5,000-$10,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds[16] (3 months)	$30,000 -$50,000	As Arranged	As Necessary	Employees, Suppliers
TOTAL[17]	**$891,500-1,563,500**			

NOTES

[1] Franchise Fee. For purposes of calculating your estimated initial investment as set forth in the table above, we have assumed that you are entering into only one franchise agreement for the development of one MONSTER MINI GOLF® Business; however, if you are an honorably discharged veteran and/or are entering into multiple franchise agreements simultaneously, your Initial Franchise Fee will be discounted as set forth in Item 5. The Franchise Fee is non-refundable and is due upon execution of the franchise agreement and deemed fully earned upon receipt.

[2] Real Estate. You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. Typically, a MONSTER MINI GOLF® Business, will range in size from 9,000 to

12,000 square feet and will be located in either a stand-alone building, strip-mall, shopping mall, or other commercial space deem may deem appropriate. If you locate the Franchised Business in a shopping mall, your rent may be significantly higher than as disclosed in the table above. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The estimate in the table represents a typical scenario of two month's rent due upon lease signing, which is a typical security deposit when signing a lease. The amounts you pay are typically not refundable, but in certain circumstances a security deposit may be refundable.

[3] Phase I Leasehold Improvements. To convert an existing facility into a MONSTER MINI GOLF® Business, it must be renovated according to our standards and specifications. (The cost of golf course construction, props and materials are listed separately in the table.) The cost of the leasehold improvements will vary depending upon the size and location of the Franchised Business, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance, which can sometimes be negotiated. The range listed represents an average, and the total costs could come in below or above the estimated range. Our specifications for leasehold improvements include: construction and finish of all interior walls (related to office/storage rooms, restrooms, electrical closets, party/functions rooms, offices, etc.); electrical (all facility electrical, including the room illumination (both UV and white lighting), outlets for games/props/general, and all fire/emergency lighting/horn/strobes, etc.); plumbing (complete restrooms); paint (entire facility sprayed black; party/functions rooms base-coated to our specifications); sprinkler system (all sprinkler/fire protection as per local/state codes); floors (carpet and installation in party rooms and gaming/common areas); bathroom tile/floor finishes; signage (all applicable signage and installation); and other items as designated-. You should familiarize yourself with local building and fire code requirements. We reserve the right to require you, in our sole discretion, to utilize our designated construction and project management service provider.

[4] Architectural Plans. You will need to hire an architect to prepare plans for the build-out and improvement of the Approved Location.

[5] Insurance. You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance we require, including $100,000 in workers' compensation insurance, $2 million in comprehensive general liability insurance, and $1 million in automobile liability insurance. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the leasehold improvements, number of employees and other factors.

[6] Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. This list is constantly updated to reflect the current specifications and availability of items.

[7] Point-of-Sale System. You must purchase and use personal computers and specific, approved point-of-sale software and equipment to assist you in operating the Franchised Business.

[8] Training. The cost of initial training is included in the Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose.

[9] Signage. This range includes the cost of all signage used in the Franchised Business. The signage requirements and costs will vary based upon the size and location of the Franchised Business, local zoning requirements and local wage rates for installation, among other things.

[10] Phase II Build-Out Package Fee. The Phase II Build-Out Package fee includes most of the "concept related" components of the build-out. The low end of this investment estimate assumes that the square footage of your franchised business is 12,000 or less. Premises larger will require additional artwork and props and therefore will incur additional build fees. The high end of this estimate assumes that the square footage of your franchised business is between 18,001 to 21,000. For additional detail, please see Item 5. All estimates assume you will begin Phase II construction on time in accordance with the prescribed timeline (currently 180 days from lease execution, which must occur within 180 days of signing the Franchise Agreement); if construction is delayed due to no fault of Franchisor or its Affiliate, you may incur a Phase II Delay Fee as well to account for increased costs at the time of construction. Our estimates in the table above are based on a mini golf course only, as most franchisees do not require or request any customization.

[11] Operating Supplies. You must purchase additional UV lighting for areas outside of the golf course, party room furniture, party supplies, golf clubs and balls for the golf course and prizes and other items for the redemption games. You must also purchase logoed products, including t-shirts, hats, and other clothing and items. Operating Supplies will be purchased from our Affiliate, Approved Suppliers or other third-party suppliers as we specify in the Manual. The cost of these items depends on how much you purchase and how much prize inventory you carry.

[12] Grand Opening. You must spend a minimum of $8,000 on Grand Opening Advertising prior to or within the first month of your opening. You may choose to spend more. See Item 11. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the Franchised Business, time of year and customer demographics in the surrounding area.

[13] Miscellaneous. You may incur expenses for things such as deposits on utility services, business licenses and building permits, dues for local organizations, incidental supplies and other miscellaneous items.

[14] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants.

[15] Arcade Games. You must offer Arcade Games at your Franchised Business; however, it is your option as to whether you purchase arcade games for your Franchised Business or enter into a revenue sharing agreement for this equipment with a third-party provider. We recommend, but do not require, that you purchase these games rather than entering into a contract with a third-party as revenue sharing models will likely cost you more money in the long term. The low end of this estimate assumes that you have no initial start up cost for the equipment because a third party is supplying them. The high end of this estimate assumes that you're purchasing the equipment up front for a franchised business of less than 12,000 square feet.

[16] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses and employees' salaries, , for the first 3 months that the Franchised Business is open. This estimate does not include any draw or salary for the owners, nor does it cover any debt service or personal expenses owners may incur during this time period; if you will incur these expenses, you should expect to

need more than the additional funds estimated above. Additional working capital may be required if sales are low or operating costs are high.

[17] Total. In compiling this chart, we relied on our and our Affiliate's combined industry experience and experience in operating a MONSTER MINI GOLF® Business. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Franchised Business. You are strongly advised to diligently investigate all potential costs with a qualified business advisor before proceeding with this investment to gain a better understanding of your expected individual costs and expenses. We do not offer financing for any part of the initial investment.

ADDITIONAL COST FOR OPTIONAL ENHANCEMENTS OR ADDITIONAL ATTRACTIONS[1]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
ENHANCEMENTS				
Optional Concession Stand[2]	$15,000-$50,000	As Arranged	Before Offering Concessions	Various Suppliers
ADDITIONAL ATTRACTIONS				
Optional Laser Maze[3]	$42,000 - $50,000	As Arranged	Before offering Laser Maze	Various Suppliers
Optional Bowling[4]	$20,000-$200,000	As Arranged	Before Offering Bowling	Various Suppliers
Optional Laser Tag[5]	$214,598 - $295,563	As Arranged	Before Offering Laser Tag	Various Suppliers
Optional Additional Party Room[6]	$10,000	As Arranged	Before Opening	Our Affiliate

[1] At any time during your Franchise Agreement, you may propose the addition of Additional Attractions or Enhancements, to your Franchised Business including but not limited to those listed above. These may be approved in our sole discretion. Additional Attractions are features that have the potential to generate additional revenue and customer traffic, but require additional square footage to operate. Enhancements are features that also have the potential to generate additional revenue, but require less square footage to operate; enhancements are unlikely to independently generate customer traffic. If you propose Additional Attractions or Enhancements and we approve such Additional Attractions or Enhancements, then you will incur additional costs. We are unable to estimate these costs generally, because each proposal is unique. However, we have provided estimates of the additional costs for more common attractions or enhancements proposed by our franchisees and approved by us. This is based on information provided by our franchisees. Your total cost for any optional enhancements and additional attractions you implement at your Franchised Business will vary based upon which optional enhancements or additional attractions you implement as well as the specifics of your proposal, the size and location of the Franchised Business, local

zoning requirements, local wage rates for installation, and the scope of your proposal, among other things. Please note that the total cost you incur to add any such optional enhancements or additional attractions to your Franchised Business will be in addition to the initial investment costs you incur in establishing your Franchised Business as set forth in the tables above (i.e. the Initial Investment for a Core Concept with or without the Laser Tag Addition).

[2] Concession Stand. If you would like to include concessions in your Franchised Business, it will increase your expenses. This increase is due to concession equipment, additional buildout expenses, additional point-of-sale technology, signage, and inventory.

[3] Laser Maze. If you would like to include a Laser Maze in your Franchised Business, it will increase your expenses. This increase is due to potential additional buildout expenses, and additional technology and equipment, including the games themselves.

[4] Bowling. If you would like to include Bowling in your Franchised Business, it may increase your expenses. The low estimate assumes that you will use a vendor that provides Bowling through a revenue share arrangement. This can reduce your initial investment costs to zero. If you elect to purchase Bowling, the additional costs are approximately $75,000 per 2 lanes. Franchisees typically install between two and four lanes.

[5] Laser Tag. If you would like to include Laser Tag in your Franchised Business, it may increase your expenses. This increase is due to potential additional real estate costs (due to increased square footage requirements), additional buildout expenses, and additional technology and equipment, including the games themselves.

[6] Additional Party Room. If you have enough space for an extra party room at your Franchised Business, you may request our approval to construct a secondary party room. We reserve the right, in our sole discretion, to approve, approve with conditions, or deny your request. If you build a second party room, you must do so in accordance with our specifications. You will incur additional expenses to build, furnish and operate a second party room. In addition, You must pay our Affiliate $10,000 for the additional painting and décor that will be required for the second party room.

Payments to us are not refundable. Payments made to third party vendors may be refundable, subject to vendor's terms and conditions. Neither we nor our affiliates provide direct or indirect financing for any part of your initial fees or investment.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us or our Affiliate or from suppliers approved by us or under our specifications.

Specifications

You must remodel, furnish and equip the Franchised Business according to our standards and specifications in accordance with the Manual. Many of the products, supplies and services needed in connection with establishing your Franchised Business, such as golf equipment, props, sound system,

fixtures, computer hardware and software and signs, must meet our specifications for appearance, quality, performance and functionality, among other things. Additionally, some of the products, supplies and services needed in connection with the ongoing operation of your Franchised Business, such as redemption prizes inventory, advertising materials, stationery and business insurance, for example, must meet our specifications for appearance, quality, performance and functionality, among other things. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you. We formulate and modify our specifications for products, supplies and services based upon our and our Affiliate's industry knowledge and our Affiliate's experience in developing and operating MONSTER MINI GOLF® Businesses since 2004.

Approved Suppliers

Many of the products, supplies and services discussed above, including computer hardware and software, including our point-of-sale system and software, construction and project management, certain advertising and marketing items, branded retail merchandise, certain redemption items, certain arcade, bowling and amusement equipment, and laser tag software, vests, guns and supplies may only be purchased from Approved Suppliers in accordance with the Operations Manual. We will provide you with a list of these items and services and their Approved Suppliers, which may include or be limited to us or an Affiliate. A complete and current list of approved suppliers will be available, and updated regularly, in the Operations Manual. We reserve the right to designate us or our affiliates as the only Approved Supplier for certain products and services. Our Affiliate, Twisted Toybox, is currently the only Approved Supplier of the Phase II Build-Out Package, including sound, lighting and effects package, golf course materials, construction materials and services, and props.

If you want to use any item, service or supplier in establishing or operating the Franchised Business that we have not approved, you must first send us sufficient information, specifications or samples for us to determine whether the item or service complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria. We reserve the right to consider and approve, in our sole discretion, requests to sell alcoholic beverages at MONSTER MINI GOLF® locations on a case to case basis; however, we anticipate denying the majority of these requests as the offer, sale or promotion of alcoholic beverages is currently discouraged at MONSTER MINI GOLF® businesses. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the items or services or if you may purchase from the supplier. Our approval process generally focuses on the supplier's dependability, general reputation and ability to provide sufficient quantity of products or services, and the products' or services' prices and quality. You must reimburse us for all reasonable costs we incur in evaluating your proposed item, service or supplier. We have the right to review from time to time our approval of any items or suppliers. We may revoke our approval of any item, service or supplier at any time by notifying you and/or the supplier. You must, at your own expense, promptly cease using, selling or providing any items or services disapproved by us and must promptly cease purchasing from suppliers disapproved by us.

As stated in this Disclosure Document, Twisted Toybox is currently the only approved supplier of the Phase II Build-Out Package. Certain of our officers disclosed in Item 2 of this Disclosure Document own an interest in Twisted Toybox. None of our officers or directors has any interest in any of our other suppliers.

Insurance

You must purchase and maintain insurance coverage in the types and the amounts as specified by us. All policies must be written by an insurance company licensed in the state in which you operate and must have at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. While we reserve the right, in our sole discretion, to adjust the minimum coverage amounts and/or require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances, as of the issuance date hereof, the following minimum insurance coverage is required:

(a) "all risk" property insurance coverage on all assets with coverage limits of at least full replacement cost;

(b) workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of $100,000.00 or, if higher, the statutory minimum limit as required by state law;

(c) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of $2,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law;

(d) automobile liability insurance for owned or hired vehicles, with a combined single limit of at least $1,000,000.00 or, if higher, the statutory minimum limit required by state law; and such insurance as necessary to provide coverage under the indemnity provisions of the Franchise Agreement.

Miscellaneous

We, and our affiliates, may derive revenue and other material benefits, including receiving rebates, from some suppliers based on your purchase of products and/or services, and we have no obligation to pass them on to you or any of our franchisees or use them in any particular manner. We and our affiliates may also derive revenue from your purchases from us and/or our affiliates without limitation, including through mark-ups on your purchases.

We may negotiate group rates, including price terms, for purchases of equipment and supplies necessary for the operation of the Franchised Business. As of the issuance date of this disclosure document, we have not negotiated any purchase agreements with suppliers or established purchasing or distribution cooperatives, and we do not at this time receive any other rebates, credits or marketing allowances on these agreements; although, we reserve the right to do so in the future.

We do not guarantee the availability of independent sources of supply for any particular product, service, or item required to established or operate your Franchised Business. We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve; however, purchases of unapproved products or purchases from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

We estimate that approximately 50% to 60% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased either from us, our Affiliate or an Approved Supplier, or in accordance with our standards and specifications. We estimate

that approximately 30% to 40% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our Affiliate, an Approved Supplier or in accordance with our standards and specifications.

In the year ending December 31, 2025, we did not receive any revenue from required purchases or leases by our franchisees. In 2025, our affiliate Twisted Toybox received $ 1,994,230.00(or 99 %) of its total revenue of $ 2,007,229.21 from required purchases or additional purchases by our franchisees.

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ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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 the Franchise Agreement	Item in the Disclosure Document
a.	Site selection and acquisition/lease	Sections 2 and 5	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 5, 12 and 15	Items 7 and 8
c.	Site development and other pre-opening requirements	Sections 5 and 8	Items 7, 8 and 11
d.	Initial and ongoing training	Section 8	Items 6, 7 and 11
e.	Opening	Sections 5, 8 and 11	Item 11
f.	Fees	Sections 3, 5, 8, 10 – 13, 15, 18, 21 and 22	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Sections 5 – 7, 9 – 11 and 13	Items 8 and 16
h.	Trademarks and proprietary information	Sections 6, 7 and 9	Items 13 and 14
i.	Restrictions on products/services offered	Sections 5, 6, 9 and 13	Items 8 and 16
j.	Warranty and customer service requirements	Section 13	Item 16
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Section 13	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10 and 13	Item 6
n.	Insurance	Section 15	Items 6, 7 and 8
o.	Advertising	Sections 3 and 11	Items 6 and 11
p.	Indemnification	Section 21	Item 6
q.	Owner's participation/management/ staffing	Section 13	Item 15

Obligation		Section in the Franchise Agreement	Item in the Disclosure Document
r.	Records and reports	Sections 3 and 12	Item 11
s.	Inspections and audits	Sections 6 and 12	Items 6, 11 and 13
t.	Transfer	Section 18	Item 17
u.	Renewal	Section 4	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition covenants	Sections 7 and 17	Item 17
x.	Dispute resolution	Section 23	Item 17

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your lease or other obligations.[1]

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

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

A. Before The Franchised Business Opens

Before you open your Franchised Business, we will:

1. Help you to determine the area within which you will locate the Franchised Business, provide you with our criteria for site selection, assist and ultimately approve the site you have selected for the location of the Franchised Business. (Sections 2.3 and 5.1)

Neither we nor any of our employees have special expertise in selecting sites. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

2. Review and approve your lease or purchase agreement for the site for the Approved Location. (Section 5.2)

3. Assist your architect in creating custom plans specific to your build-out that conform with our standards. Provide a list of required equipment, fixtures, signs and improvements that you are

[1] Certain of our officers may, from time to time, enter into a legitimate business relationship with an entity that has or will enter into a franchise agreement with Monster Entertainment, LLC. Any partnership, joint venture or equity role that any such officer takes in an entity is done entirely in their individual capacity and not on behalf of Monster Entertainment, LLC, Multiplying Monsters Corp., or any of their affiliates.

required to purchase and install. (Section 5.3)

4. Provide an initial training program lasting approximately 2 weeks. This training is described in detail later in this Item 11. (Section 8.1)

5. Before and after the Franchised Business opens, provide to you on-site assistance and guidance (by one or more representatives of Monster Entertainment, LLC) for approximately 5-7 days to assist you with any questions you may have in operating the Franchised Business, and to help train your existing staff. (Section 8.2)

6. Make available to you, through a password protected website, a copy of the MONSTER MINI GOLF® Operations Manual. The Operations Manual is a total of 435 pages. The Table of Contents of the Operations Manual, along with the approximate number of pages devoted to each section, is included as Exhibit D to this Disclosure Document.

We will provide you with a list of the applicable specifications and Approved Suppliers for signs, equipment, fixtures, opening inventory and other supply items that we require you to purchase prior to the opening of your MONSTER MINI GOLF® outlet; however, with the exception of item supplied and installed by our affiliate, Twisted Toybox, neither we nor our affiliates provide you with any of those items nor do we deliver nor install any such item required for the opening of your MONSTER MINI GOLF® outlet. (Section 9.1)

B. Other Assistance During the Operation of The Franchised Business

After the opening of the Franchised Business, we will:

1. From time to time, advise and offer general guidance to you by telephone, e-mail, facsimile, online message boards and other methods. Our guidance is based on our and our franchisees' experience in operating MONSTER MINI GOLF® Businesses. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, as well as operational methods, accounting procedures, and marketing and sales strategies. (Section 14.1)

2. At our discretion, make periodic visits to the Franchised Business for the purposes of consultation, evaluation/review, assistance and guidance in various aspects of the operation and management of the Franchised Business. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of any such visit. If we prepare a report, we will notify you in writing and you may request a copy from us. If we do not prepare a report, we will notify you in writing of any deficiencies that are subject to cure and an opportunity to cure the deficiencies (Section 14.2)

3. Make available to you operations assistance and ongoing training as we deem necessary. (Sections 8.2 and 8.5)

4. Before and after the Franchised Business opens, provide to you on-site assistance and guidance (by one or more representatives of Monster Entertainment, LLC) for approximately 5-7 days to assist you with any questions you may have in operating the Franchised Business, and to help train your existing staff. (Section 8.2)

5. Make available to you changes and additions to the System as generally made available to all franchisees. (Section 14.3)

6. Upon request, provide graphics, advertising, and promotional materials including brochures, fliers and other artwork and materials for your use. (Section 14.4)

7. Approve and/or help to create forms of advertising materials you will use for Local Advertising, Grand Opening Advertising and Cooperative Advertising. (Section 11.2)

8. Maintain our website located at www.monsterminigolf.com and continue to promote MONSTER MINI GOLF® Businesses through the Internet, and include on our website an interior page giving information about the Franchised Business, which we may require you to prepare and maintain. (Section 11.5)

We have no binding obligation to: (i) develop new products or services to be offered by you to your customers; (ii) hire or train your employees (other than the initial training); (iii) improve or develop the franchised business; (iv) establish prices; (v) establish or use administrative, bookkeeping, accounting, or inventory control procedures; or (vi) resolve operating problems encountered by you in the operation of your Outlet. We need not provide any other assistance or services to you during the term of your Franchise Agreement.

C. Advertising and Promotion

You must spend at least $8,000 on Grand Opening Advertising, including print or news media and/or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising. (Section 11.1)

Each month, you must spend at least 2% of your Gross Sales on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with approved advertising and promotional plans and marketing. If you wish to develop your own marketing, it must be approved by us prior to use. (Section 11.2)

Each month, you must contribute 2% of your Gross Sales to our System-wide Marketing Fund. (Section 11.3) All franchisees are required to contribute to the Marketing Fund at an equal rate. We may adjust the percentage from time to time up to a maximum of 4% of Gross Sales. We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Marketing Fund.

We may use your contributions to meet or reimburse us for any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page of similar activities;

employing advertising agencies for assistance; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees).

The Marketing Fund is used primarily for "branding" to make the MONSTER MINI GOLF® brand and name more recognizable on a national level by doing national advertising and promotional events, online advertising, and other sponsorships. The Marketing Fund is not currently used (although it could be in the future in our discretion) to directly market any particular franchisee's business on a local level. Local advertising is your responsibility and obligation. We are not obligated to spend any amount on advertising efforts in your local or regional market; although we may do so in our discretion.

We utilize a combination of in-house and third-parties to develop and place advertising, but we reserve the right to make changes to our current advertising development and placement practices at any time in the future. All Marketing Fund contributions will be accounted for separately from our own funds, and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Marketing Fund. In 2025, Marketing Fund Contributions were spent as follows: approximately 65% on media placement (such as general online marketing, search engine optimization, Google-Ad-Words, Constant-Contact, etc.); approximately 10% on production (website maintenance, graphics design and production); approximately 10% on administrative costs; and 15 for the direct solicitation of franchise sales.

We expect to use all contributions in the fiscal year they are made; however, if a balance remains at the end of the fiscal year, it will carry over into the next fiscal year. We will use any interest or other earnings of the Marketing Fund before we use current contributions. We intend for the Marketing Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the Marketing Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis.

All MONSTER MINI GOLF® Businesses owned by our members individually or us will make similar contributions to the Marketing Fund as required of franchisees.

We will have an accounting of the Marketing Fund prepared each year and we will provide you with a copy of the accounting for the prior year if you request it. You may request a copy of the accounting by contacting Christopher King at 230 East W.T. Harris Blvd., Suite C-4., Charlotte, NC 89103, (702) 583-6161. In the future, we may require that the annual accounting be audited by an independent certified public accountant at the expense of the Marketing Fund, but we do not currently do so.

The Marketing Fund is not a trust and we assume no fiduciary duty in administering the Marketing Fund.

Although we are not obligated to do so, we may create a Cooperative Advertising program for the benefit of all MONSTER MINI GOLF® Businesses located within a particular region. We have the right to (a) allocate any portion of the Marketing Fund to a Cooperative Advertising program; and (b) collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program. We will determine the geographic territory and market areas for each Cooperative Advertising program. You must participate in any Cooperative Advertising program established in your region. If a Cooperative Advertising program is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program. (Section 11.4)

We may require you to maintain a webpage for your business within the MONSTER MINI GOLF® Website. In addition, we may permit or require you to establish and maintain active accounts on various online platforms including designated social media platforms and online directories, in accordance with our social media guidelines. (Section 11.5). You must actively monitor and respond to customer feedback on all such platforms. (Section 11.6).

D. Computer/Point-of Sale System

We use a specific point-of-sale system, with software tailored to the MONSTER MINI GOLF® business system, that you will be required to purchase and implement. You must use the system to maintain your business records, customer information and sales and other financial information in a format that may be specified by us in the Manual or by other written communication. We will have full independent access to all of your computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet, to permit us to verify your compliance with our obligations under the Franchise Agreement. (Section 12.5)

We require you to purchase a point-of-sale (POS) system that meets our specifications, including a hard drive, touch screen monitor, printer, receipt printer, scanner, and cash drawer. We also require you to purchase a software package developed specifically for us. Currently, you must purchase your POS system and software from an Approved Supplier at a base cost of approximately $15,000. (This estimate is based on a single terminal set-up. You may choose to obtain additional terminals, software, and/or hardware as you elect at an additional cost. Other additional costs include your initial order of game cards.) We estimate that the total costs for most franchisees will range from $15,000 - $35,000. The Operations Manual will always have the most current and up to date POS specifics. You are responsible for all costs associated with maintaining and upgrading the point-of-sale system. There is no contractual limit to those costs. We do not offer any maintenance plans.

If you choose to offer a café at your Franchised Business, you will also need to purchase the mandated software and equipment necessary to operate the café. We estimate that the expenses associated with the additional software and technology will be $1,000-$,2500.

E. Site Selection & Lease Execution

You must select a site for the Franchised Business, which is approved by us, within 120 days after you sign the Franchise Agreement. If you fail to select a site for the Franchised Business, which is approved by us, within this 120 day period, we will have the right to terminate the Franchise Agreement. Our decision to approve or disapprove a proposed site will not be unreasonably withheld or delayed. We may, in our sole discretion, extend this deadline in writing upon your request .

If you have a potential site for the Franchised Business, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we may designate a geographic area within which you must locate the Franchised Business and we will furnish you with our general site selection criteria. Although you are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us, we work with a national network of brokers and will assist you in locating a reputable broker and will help you narrow down and select a site. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other MONSTER MINI GOLF® Businesses, lease requirements, traffic patterns, vehicular and pedestrian access, available parking and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time after receiving all requested information. If you and we cannot agree on a suitable site for the Franchised Business, we may terminate the Franchise Agreement. (Section 5.1)

You must execute a lease for the Franchised Business, which is approved by us, within 180 days after you sign the Franchise Agreement. If you fail to execute a lease for the Franchised Business, which is approved by us, within this 180-day period, we will have the right to terminate the Franchise Agreement. We may extend this deadline in writing if we determine, in our sole discretion, that you are working in good faith to execute a lease. If you do not sign your lease within 180 days of signing the Franchise Agreement, and we agree to an extension, you may be required to pay a Phase II Delay Fee as your Phase II construction will be delayed beyond the prescribed timeline.

You may not execute a lease, sublease, lease renewal or purchase agreement, or any modification to any lease, sublease or lease renewal, without first obtaining our written approval. Our decision to approve or disapprove a lease will not be unreasonably withheld or delayed. If we disapprove of your lease, sublease, lease renewal or purchase agreement, the proposed site shall be considered disapproved**,** and you shall have no right to open or operate the MONSTER MINI GOLF® OUTLET at such location. Please note that any review that we may do of the proposed lease for your Site is solely for our benefit and not intended to indicate our approval or guarantee that the terms, including rent or other material business terms, will represent the most favorable terms available in the market. You are not a third party beneficiary to our lease review. You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the propose site on Your behalf. You must provide us with a fully executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed.

Please note that, while we reserve the right, in our sole and absolute discretion to make exceptions to, or revise, our current policies and procedures regarding alcohol, the offer, sale, promotion or consumption of alcoholic beverages is currently prohibited at all MONSTER MINI GOLF® Businesses. Accordingly, we reserve the right to deny approval for sites that we determine, in our sole discretion, are located too closely to establishments that serve alcoholic beverages. After we have granted our approval for your site, and at all times during the term of the franchise agreement, You must ensure that your approved location is not subsequently modified in such a way that would enable direct access (via shared hallways, stairwells, entry doors, etc.) from your location to any adjacent, neighboring or proximate businesses that sell, offer or promote alcoholic beverages.

F. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a MONSTER MINI GOLF® Business is 10 to 13 months. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. The Approved Location must be developed, equipped and improved in accordance with our advice and specifications within 180 days after Lease Execution. (Section

5.3) You are required to open your Franchised Business and be operational within 13 months after signing the Franchise Agreement. (Section 5.4)

G. Training

We will conduct an initial training program that the Designated Manager (which is you, if you are not a corporation or other business entity) must attend and complete to our satisfaction. Although initial training is mandatory for you and your Designated Manager (if different), it is also available and encouraged for any additional management team members you wish to send. Training will take place in Charlotte, North Carolina or at another existing MONSTER MINI GOLF® location we designate, on an as-needed basis, in our sole discretion. The initial training program is approximately two and a half (2 1/2) weeks long and covers all material aspects of the operation of a core concept MONSTER MINI GOLF® Business, including such topics as sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training. Instructional materials will include the Operations Manual and other materials. Your Designated Manager must complete this initial training before you begin operations of your Franchised Business. If you replace your Designated Manager, your new Designated Manager must attend our training program. We do not charge you for initial training; however, you (the franchisee) must pay for all travel costs and living expenses for yourself and any of your attendees. We have the right to require you to pay the costs of training for any replacement Designated Manager if we determine that manager changes by you are excessive or caused by poor hiring practices. You will be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at the initial training. You are responsible for training your own employees and any management personnel that do not attend training. This initial training is in addition to the on-site assistance we provide to you during your first week of business. (Section 8)

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Book Training: cover the entire Franchisee Operations Manual.	20 hrs	0 hrs	Virtual (online & conference call)
Operations - – Formal Pre-Opening Training	16 hrs	24 hrs	Charlotte, NC (or such other MONSTER MINI GOLF® Business that we designate)
Operations – Formal Grand Opening Training	0 hrs	40 hrs	Charlotte, NC (or such other MONSTER MINI GOLF® Business that we designate)
TOTAL	**36**	**64**	

Martin Farrell, or Chris King, and/or another designated, qualified trainer will provide book training. On the job training will be provided by Chris King, Martin Farrell, and/or another qualified training associate. Mr. Farrell has been our Marketing Director since September 2007, and he has more than 20 years of experience in marketing. Mr. King has been our Chief Executive Officer since March of 2024. Prior to

that, he was our President since January of 2023, and prior to that, our Chief Operating Officer since June 2015 and has more than 16 years of experience in operations. If other qualified training associates provide initial training, they will, at minimum, have prior experience in operating or managing a MONSTER MINI GOLF® Business or have received training from Mr. King and Mr. Farrell on the applicable subject matters.

From time to time we may require that previously trained and experienced franchisees, their managers, and/or employees attend ongoing training programs, re-trainings, refresher training courses, or seminars to be conducted at our headquarters or an Operating MONSTER MINI GOLF® Business that we designate. Currently, these programs will be at no costs to you, with the exception of any travel, lodging, and food costs associated with your attendance, which will be at your sole expense. We will not require you to attend more than 2 of these programs in any calendar year and these programs will not collectively exceed 5 days during any calendar year. (Section 8.5)

ITEM 12. TERRITORY

You must operate the Franchised Business only from the Approved Location listed in Section 2.2 of the Franchise Agreement. If, at the time you sign the Franchise Agreement, the Approved Location has not already been determined, you and we will agree upon a Designated Area within which you will locate the Franchised Business. Although we may assist you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the terms of the lease. You must receive our permission before relocating. We may approve the relocation of your MONSTER MINI GOLF® Business at our sole discretion. Factors we may consider when evaluating a relocation may include, without limitation, the demographics of the proposed locations, competitive businesses in the proposed location. We have the right to charge you for any costs incurred by us in reviewing a proposed relocation, including attorneys' fees. If we approve your request to relocate, you will be responsible for all costs you incur during relocation at your sole expense.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, you will be granted a Protected Territory. The Protected Territory will consist of a geographic area or radius containing a minimum population of approximately three hundred fifty thousand (350,000) people as determined by reference to the most recent figures available from the U.S. Census Bureau at the time the Protected Territory is designated. The size of your Protected Territory will vary depending on such factors as population, drive time, natural boundaries, demographics, and traffic counts. The boundaries of the Protected Territory will be defined by a radius or geographic area consisting of streets, zip codes, or other boundaries as we deem appropriate and will be specified in the Franchise Agreement or an Exhibit to the Franchise Agreement. If you are in compliance with the Franchise Agreement during its term, we will not establish, or license others to establish, MONSTER MINI GOLF® Businesses or competing businesses within the Protected Territory. In addition, we maintain the right, in our sole discretion to: (a) establish, own or operate, and grant others the right to establish, own or operate, MONSTER MINI GOLF® Businesses at any location except within the Protected Territory; (b) establish, own or operate, and grant others the right to establish, own or operate, other businesses offering the same or similar services utilizing trade names, trademarks and service marks other than the Marks except within the Protected Territory; (c) provide services similar to those offered through the Franchised Business through any alternate channel of distribution except within the Protected Territory; and (d) engage in any other activities not specifically

prohibited in the Franchise Agreement. Franchisor will not establish, own or operate, and grant others the right to establish, own or operate, outlets offering the same or similar services within the Protected Territory using trademarks substantially similar to the trademarks identified in Item 13.

We do not require you to meet any sales quotas or achieve a certain level of market penetration in order to maintain your territorial protection. We do not restrict you from soliciting or advertising for customers outside of your Protected Territory, except you may not advertise on the Internet without our prior written consent. (See Item 11 above). Neither we nor other franchisees will have to compensate you for soliciting or accepting orders from inside your Territory. You do not have a right of first refusal to purchase any additional franchises we propose to sell near the Franchised Business.

Neither we nor any affiliate currently use other channels of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within any franchisee's territory using the Marks or other trademarks; however, we reserve the right to do so. You may not make sales within or outside of your Territory using other channels of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing.

Two of our officers are minority investors in a miniature golf business located in Las Vegas, NV that is operated by Rockin' Mini Golf, LLC. This business does not offer franchises, conduct business under the MONSTER MINI GOLF® name nor does it use our Marks. The former sole members of Monster Entertainment LLC prior to the 2023 Acquisition are the majority owners in Rockin' Mini Golf, LLC. At the present time, we do not anticipate offering any MONSTER MINI GOLF® franchises in the Las Vegas area; however, we reserve the right to do so in the future.

Other than as described above, neither we nor any affiliate of ours currently operate or franchise, or have present plans to operate or franchise, a business under a different trademark that sells goods and services similar to those being offered at MONSTER MINI GOLF® Businesses; however we reserve the right to do so.

ITEM 13. TRADEMARKS

We grant our franchisees the right to operate under the name "MONSTER MINI GOLF® ," which is the principal Mark used to identify our System. You may also use any other current or future Mark to operate your Franchised Business that we designate in writing, including the logo on the front of this Disclosure Document. By "Mark," we mean any trade name, trademark, service mark or logo used to identify MONSTER MINI GOLF® Businesses.

The following marks are registered (and have been renewed as applicable) on the Principal Register of the U.S. Patent and Trademark Office ("PTO"):

Mark	Registration Number	Registration Date
MONSTER MINI GOLF® & Logo	4,271,557	January 8, 2013

		
GLO-ZO Word Mark (word mark)	4,588,966	August 19, 2014
GLO-ZO & Logo (logo) 	4,353,162	June 18, 2013
EVE L & Logo (cat)(logo) 	4,353,161	June 18, 2013
STELLA SKELLARELLA LOGO 	7,629,215	January 19, 2022

Our affiliate, Try Plan B, LLC owns the Marks, including the registered marks listed above, and has licensed to us the right to use the Marks, and to sublicense them to MONSTER MINI GOLF® franchisees, under a license agreement between Try Plan B, LLC and us, dated March 2011. The term of the license agreement is indefinite, but Try Plan B, LLC may terminate the license agreement upon written notice to us. In the event of termination, all rights granted to you under a Franchise Agreement will be unaffected. Except for this license from Try Plan B, LLC to us with respect to the Marks, there are no agreements currently in effect that significantly limits our rights to use or license the use of the Marks in any manner material to the franchise.

All required affidavits pertaining to the above registrations have been filed. We know of no currently effective material determinations of the PTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks. We know of no infringing or prior superior uses that could materially affect the use of the Marks in this state or any other state in which the Franchised Business is to be located.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks. We will not be required to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to such proceeding. We have the right to control the defense and settlement of any such proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark. Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the PTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish or operate an Internet site using any domain name containing the words "MONSTER MINI GOLF®" or any variation thereof without our prior written consent. You may not advertise on the Internet using the "MONSTER MINI GOLF®" name. If we require or permit you to establish and maintain active accounts on online platforms, your use of the Marks on such platforms, is entirely for our benefit, and you must conduct your activities in strict accordance with our social media guidelines. You are required to grant us administrator access to all accounts related to the Franchise Business in the manner that

we specify. We have the right to authorize the use of social media platforms, and to add, remove, or modify the accounts or listings related to the Franchised Business, in our sole discretion.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise.

We or our Affiliate own copyrights in the Manual, our website, our marketing materials and other copyrightable items that are part of the System. While we have only registered the following copyrights with the United States Registrar of Copyrights, we nonetheless claim copyrights in the Manual, our website, our marketing materials and other copyrightable items. We do not need to register these copyrights with the United States Registrar of Copyrights in order to protect them. Copyrights only expire seventy years after the author's death and, therefore, are not be subject to renewal registration.

LIST OF COPYRIGHTS

Title of Work	Year of Completion	Effective Date of Registration	Registration Number
Half Coffin	2013	January 4, 2022	Vau 1-455-962
Haunted Clock	2004	January 28, 2022	Vau 1-457-305
Monster Mini Course Beams and Rails 1	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 2	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 3	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 4	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 5	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 6	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 7	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 8	2014	January 14, 2022	Vau 1-460-029
Monster Mini Course Beams and Rails 9	2014	January 14, 2022	Vau 1-460-029
Monster Mini Golf Wall Art Style 1	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 2	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 3	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 4	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 5	2014	January 14, 2022	Vau 1-459-907

Monster Mini Golf Wall Art Style 6	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 7	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 8	2014	January 14, 2022	Vau 1-459-907
Monster Mini Golf Wall Art Style 9	2014	January 14, 2022	Vau 1-459-907

You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so. We may modify or discontinue our copyrighted items from time to time in our sole discretion. If we elect to so modify or discontinue any such copyrighted items, you must immediately adopt the modified material and/or cease using the copyrighted items as instructed. You shall have no right to any compensation, allowance or otherwise because of our modifications or discontinuance.

There are currently no effective determinations of the U.S. Copyright Office or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Trade Secrets and other Confidential Information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a MONSTER MINI GOLF® & logo Business. We will provide our Trade Secrets and other Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The Franchised Business must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual, or is an individual you select if you are a business entity. You (or your Designated Manager) must attend and satisfactorily complete our initial training program before opening the Franchised Business. You must keep us informed of the identity of your current Designated Manager at all times.

If you are a business entity, each of the principals of your entity must sign the Franchise Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement and

must sign a Nondisclosure and Non-Competition Agreement (in a form reasonably similar to that attached to this Disclosure Document) to maintain confidentiality of the trade secrets described in Item 14 and to comply with the covenants not to compete described in Item 17. We may also require, in our sole discretion, that you have any or all officers, directors, executives, managers or members of your professional staff and all of your employees who have access to our Confidential Information sign Nondisclosure and Non-Competition Agreement and, if we do so, we shall have the right to independently enforce such agreement as a third-party beneficiary.

If Franchisee is an entity, each of the principals of Franchisee also must sign a Guaranty and Assumption of Obligations Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. We may, in our sole discretion, if needed to satisfy our standards of creditworthiness or to secure the obligations made under the Franchise Agreement, require the spouse of Franchisee, or the spouse of the principals of Franchisee, to sign the Guaranty and Assumption of Obligations Agreement.

"Principal" means, for purposes of this Item 15, anyone having an ownership or beneficial interest in your entity(s).

You must keep the Franchised Business open for business for at least the minimum days and hours specified by us in the Manual. You may keep the Franchise Business open for additional days and hours so long as you comply with the terms of your lease and all applicable laws, codes, ordinances, and regulations.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify from time to time, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we disapprove in writing at any time. Unless we expressly authorize you in writing to do so, the sale, offer or promotion of alcoholic beverages is expressly prohibited at all times in all MONSTER MINI GOLF® businesses (even if you have been approved to provide food and beverage concessions).

We may periodically introduce, as part of the System, other methods or technology which require certain System modifications including the adoption and use of modified or substitute Marks, new computer hardware and software, structural changes, installation of new equipment, and remodeling, redecoration and modifications to existing improvements. At our request, but no more than once every three years, unless sooner required by your lease, you must make all required upgrades and modifications at your expense. If an additional investment is required to be made in the last year of the initial term, you may avoid making the investment by providing notice of intent not to renew the Franchise Agreement, unless the investment is in connection with a modification to the System required by law or court order.

From time to time, we may allow certain services or products that are not otherwise authorized for general use (including authorizing the sale of alcoholic beverages) as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 4.1	The initial term is 5 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 3 additional terms of 5 years each, subject to I below. If you fail to meet any one of these conditions, we may refuse to renew or extend the terms of your Franchise Agreement If a successor franchise agreement has not been executed as of the expiration of the initial term, the agreement may continue, at Franchisor's option, on a month to month basis in accordance with the terms outlined in Section 4.2.
c. Requirements for you to renew or extend	Sections 4.2, 4.3	You will have the right to renew your franchise agreement for 3 additional terms of 5 years each at the expiration of the then-current term of the Franchise Agreement by entering into a new franchise agreement with us if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any material provision of the Franchise Agreement or any other agreement between you and us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, the terms of which may differ materially from the terms and conditions of your initial franchise agreement (except the Protected Territory will remain the same); comply with current qualifications and training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.

Provision	Section in the Franchise Agreement	Summary
d. Termination by you	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice (subject to applicable state law).
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	Section 16.2	We may terminate the Franchise Agreement only if you default or fail to complete the initial training program. If we terminate the Franchise Agreement following a default, your interest in the Franchise will terminate.
g. "Cause" defined - curable defaults	Section 16.2	You can avoid termination of the Franchise Agreement if you cure a default arising from your failure to comply with mandatory specifications in the Franchise Agreement or Manual within 30 days of receiving our notice of termination or if you cure a default arising from your failure to make payments due us within 5 days of receiving our notice of termination.
h. "Cause" defin–d - non-curable defaults	Section 16.2	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to establish and equip the Franchised Business; fail to satisfactorily complete training; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect your, our, or the Franchised Business's reputation; use the Manual or any other Confidential Information in an unauthorized manner; abandon the Franchised Business for 5 or more consecutive days; surrender or transfer of control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager if you die or become disabled; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action exclusively reserved to us; fail to comply with any law after notice; repeatedly breach the Franchise Agreement or fail to comply with mandatory specifications; default under any other agreement between you and us (or an Affiliate) such that we (or the Affiliate) have the right to terminate the Franchise Agreement; fail to obtain necessary financing for the Franchised Business within 60 days after signing the Franchise Agreement; fail to obtain an Approved Location within 120 days after signing the Franchise Agreement; fail to comply with our Social Media

Provision	Section in the Franchise Agreement	Summary
		Guidelines within twenty-four (24) hours after being given notice of noncompliance, or fail or refuses to make Franchisor owner of, or provide Franchisor administrative access to, each website or social media account affiliated with the Franchised Business; or fails, refuses, or neglects on two (2) or more separate occasions within any period of twelve (12) consecutive months to obtain Franchisor's prior written approval or consent as required by this Agreement.
i. Your obligations on termination/nonrenewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using the Trade Secrets, other Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including royalty fees and advertising fees; reimburse us our costs and expenses, including reasonable attorneys' fees, we incurred to enforce the terms of the Franchise Agreement; return the Manual, Trade Secrets and all other Confidential Information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by us	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement. However, we will only assign to an assignee who we determine to be willing and able to assume our obligations under the Franchise Agreement.
k. "Transfer" by you-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business's assets or the franchisee entity.
l. Our approval of transfer by you	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for our approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of $9,500; the transferee or the owners of transferee with at least a 20% interest have agreed to be personally bound by all provisions of the Franchise Agreement; you remain liable for all of your obligations that arose before the transfer date; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; and the

Provision	Section in the Franchise Agreement	Summary
		transferee has agreed that its Designated Manager will complete the initial training program before assuming management of the Franchised Business.
n. Our right of first refusal to acquire your Franchised Business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Our option to purchase your Franchised Business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business at fair market value. If we do not purchase your assets, you may dispose of them any way you wish.
p. Your death or disability	Section 18.6	If you (or one of you owners) die or become incapacitated, your representative must transfer, subject to the terms of the Franchise Agreement, your interest in the Franchised Business within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and households) and your officers, directors, executives managers, professional staff and employees are prohibited from: attempting to divert any present or prospective business or customer of the Franchised Business to a Competitive Business or causing injury or prejudice to the Marks or the System; soliciting employees of ours or other franchisees; owning, working for, or having an affiliation with a Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 3 years after the termination or expiration of the Franchise Agreement, you, your owners, and your officers, directors, executives managers or professional staff are prohibited from: owning or working for a Competitive Business operating within 30 miles of the Approved Location, or within 30 miles of any other MONSTER MINI GOLF® Businesses; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2 and 22.7	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and Franchise Agreement may not be enforceable.

Provision	Section in the Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 23.7	Except for claims relating to the Marks, Trade Secrets or other Confidential Information and covenants not to compete, all disputes must be arbitrated in Mecklenburg County, North Carolina (or, if Monster Entertainment LLC's headquarters subsequently move to a location outside of Mecklenburg, North Carolina, such other state or federal for the district within which the new headquarters is located, or if such court lacks subject matter jurisdiction, such state court for the district within which the new headquarters is located), subject to state law.
v. Choice of forum	Section 23.2	Any litigation must be pursued in courts located in Mecklenburg County, North Carolina (or, if Monster Entertainment LLC's headquarters subsequently move to a location outside of Mecklenburg, North Carolina, such other state or federal court for the district within which the new headquarters is located, or if such court lacks subject matter jurisdiction, such state court for the district within which the new headquarters is located), (subject to applicable state law)..
w. Choice of law	Section 23.1	North Carolina law applies (or, if Monster Entertainment, LLC relocates is headquarters to another state, the law of that state shall apply), except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) (subject to applicable state law)..

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures 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.

As of December 31, 2025, there were 37 franchised MONSTER MINI GOLF® Outlets open and in operation; however, only 27 of those were open for the full reporting period of January 1, 2025 through December 31, 2025 (the "FPR Franchised Outlets"). A transferred outlet is excluded from the data below as itdid not have data for a full reporting period..

As of December 31, 2025, there were 3 affiliated outlets open and in operation (the "FPR Affiliate Outlets"). The FPR Affiliated Outlets are operated by our affiliates, Ready Set Glow, LLC, RSG II, LLC and RSG III, LLC.

Accordingly, there were a total of 27 (26 franchised and 3 affiliate-owned) MONSTER MINI GOLF® Outlets open and in operation for the full reporting period of January 1, 2025 through December 31, 2025 that were available for inclusion in the financial performance results below. We note that, with one exception as further explained below, all information reported in this Item 19 reflects data that was supplied to us by each respective FPR Franchised Outlet and FPR Affiliated Outlet in their P&L statement. One location (Stafford, VA) was a transferred outlet and did not have financial data pre-transfer to be able to provide a full year P&L statement. Consequently, we have relied on information generated from the POS System in order to provide their results for Part II and Part III; we are unable to provide their results for Part I as the POS System does not report on the information provided in Part I with such detail.

PART I.
Revenue and Expense Data By Outlet
For the Period 1/1/2025 through 12/31/2025
For 24 Franchised Outlets and 3Affiliate-Owned Outlets

	Bellevue	Chantilly	Paramus	Garden City	Cordova	Yonkers	Towson	San Antonio	Cherry Hill
Year Opened	2023	2017	2010	2022	2023	2020	2015	2011	2019
Total Income	2,082,263	1,671,687	1,208,116	1,187,772	1,237,444	1,156,746	1,130,592	1,114,941	1,104,637
Arcade Operator Revenue Split				57,657	37,747	-	-		222,309
Cost of Goods Sold	224,369	74,572	101,058	95,499	117,188	112,973	99,602	49,584	55,472
Total COGS	224,369	74,572	101,058	153,156	154,935	112,973	99,602	49,584	277,781
Gross Profit	1,857,895	1,597,115	1,107,058	1,034,616	1,082,510	1,043,773	1,030,991	1,065,357	826,856
Avertising & Promotion	105,582	6,819	17,091	20,856	23,879	22,674	16,331	7,523	11,680
Computer & Internet	4,034	1,342	2,250	7,634	3,848	1,997		2,665	14,560
Software & Apps	17,333	15,865			15,124			9,468	974
Insurance	25,200	4,013	15,721	32,220	14,909	38,867	20,686	14,136	39,354
Payroll	416,497	260,252	545,072	188,940	346,791	254,448	458,886	244,849	239,462
Professional Fees	52,301	5,401	4,575	9,739	10,386	3,900	4,577	20,137	3,214
Rent	360,967	375,705	270,834	295,876	238,960	234,595	218,018	125,251	146,242
Repair & Maintenance	23,287	56,282	10,212	5,313	8,919	27,552	19,021	33,068	8,455
Utilities	4,806	8,196	46,915	43,550	35,253	54,644	33,564	36,314	37,033
Royalties	171,250	164,807	77,375	102,210	101,823	97,150	100,653	66,774	101,694
Other Expenses	12,787	133,973	40,541	34,027	108,662	56,494	17,058	118,882	76,655
Total Expenses	1,194,041	1,032,655	1,030,586	740,367	908,552	792,321	888,795	679,067	679,324
EBITDA	**663,853**	**564,460**	**76,472**	**294,250**	**173,958**	**251,452**	**142,196**	**386,290**	**147,532**
	32%	***34%***	***6%***	***25%***	***14%***	***22%***	***13%***	***35%***	***13%***

	Frisco	Gaithersburg	Round Rock	Katy	Edison	Fairfield	Columbia	Eatontown	Deer Park
Year Opened	2020	2014	2017	2024	2014	2008	2013	2013	2014
Total Income	1,040,855	1,033,634	974,061	972,588	926,623	893,684	888,322	867,632	846,642
Arcade Operator Revenue Split			-						48,434
Cost of Goods Sold	93,988	74,514	66,566	76,245	92,920	99,386	68,308	70,403	41,388
Total COGS	93,988	74,514	66,566	76,245	92,920	99,386	68,308	70,403	89,822
Gross Profit	946,867	959,119	907,495	896,343	833,703	794,298	820,014	797,229	756,820
Avertising & Promotion	43,706	24,583	15,324	12,541	29,454	17,375	12,832	18,249	12,442
Computer & Internet	5,017	3,714	3,580	3,282	3,938	3,354	-	9,439	9,002
Software & Apps	3,611	9,333	5,150						
Insurance	17,751	12,168	22,955	22,955	21,342	11,923	16,253	30,193	23,103
Payroll	234,746	288,186	206,171	206,371	286,308	272,977	360,553	259,463	146,597
Professional Fees	7,383	7,700	7,046	7,046	4,568	3,968	3,597	7,119	10,685
Rent	275,948	244,376	269,470	302,024	269,845	174,497	171,300	107,190	171,034
Repair & Maintenance	31,783	14,175	40,794	7,690	5,408	15,916	14,495	17,898	13,944
Utilities	36,072	31,240	28,525	37,387	45,894	36,497	26,371	47,694	37,310
Royalties	94,757	89,067	84,376	84,376	78,411	75,438	79,085	81,406	76,003
Other Expenses	4,303	8,972	31,462	23,813	27,523	40,204	23,353	21,899	161,701
Total Expenses	755,077	733,515	714,853	707,485	772,691	652,149	707,839	600,550	661,822
EBITDA	**191,790**	**225,604**	**192,642**	**188,858**	**61,013**	**142,149**	**112,175**	**196,678**	**94,998**
	18%	***22%***	***20%***	***19%***	***7%***	***16%***	***13%***	***23%***	***11%***

	Denver	Charlotte	Coral Springs	Gastonia	Norwood	Monroe	Seekonk	Marietta	Lafayette
Year Opened	2013	2021	2015	2022	2005	2024	2007	2007	2007
Total Income	820,820	819,280	784,098	748,464	665,642	644,128	636,268	586,567	556,495
Arcade Operator Revenue Split		35,964		38,050	73,956	24,056			177,561
Cost of Goods Sold	50,305	62,495	60,034	73,024	45,234	50,293	42,138	53,678	35,326
Total COGS	50,305	98,459	60,034	111,074	119,190	74,349	42,138	53,678	212,887
Gross Profit	770,515	720,821	724,064	637,390	546,452	569,779	594,130	532,888	343,608
Avertising & Promotion	6,092	20,892	10,084	15,880	9,022	29,820	9,022	15,016	14,796
Computer & Internet	5,118	3,074	475	2,647	4,712	1,819		4,583	1,096
Software & Apps	6,654							7,825	
Insurance	9,161	15,762	11,370	10,186	18,495	4,500	16,100	7,514	14,152
Payroll	224,246	152,912	250,975	155,987	180,293	155,503	178,282	90,485	109,614
Professional Fees	2,600	2,150	4,816	2,150		2,150		3,065	8,592
Rent	150,133	216,047	183,160	221,626	151,382	73,751	112,411	168,595	129,942
Repair & Maintenance	19,839	26,243	25,276	12,550	49,602	16,312	9,504	25,145	
Utilities	18,504	19,066	34,197	20,971	42,020	22,284	74,786	29,832	16,528
Royalties	55,450	70,113	67,111	62,213	56,653	55,625	54,727	54,073	35,452
Other Expenses	78,216	23,542	31,193	20,765	23,987	14,724	26,165	21,703	9,714
Total Expenses	576,014	549,801	618,657	524,975	536,166	376,488	480,997	427,835	339,885
EBITDA	**194,501**	**171,020**	**105,407**	**112,415**	**10,286**	**193,291**	**113,133**	**105,054**	**3,723**
	24%	***21%***	***13%***	***15%***	***2%***	***30%***	***18%***	***18%***	***1%***

*Excludes 2 Canadian locations, and Stafford, VA locations. Excludes eight (8) locations that opened after January 1, 2025.

Notes to Part I.

1. The financial results provided in Part I include 24 franchisee-owned MONSTER MINI GOLF® Outlets and 3 franchises owned by Ready Set Glow, LLC RSG II, LLC, and RSG III, LLC affiliates of Monster Entertainment, LLC as of December 31, 2025. Each FPR Affiliated Outlets is identified with an * in the tables above. Please note that Part I results exclude the Coral Springs, FL outlet because we did not receive a P&L statement prior to issuance.

2. Total Income as reported in Part I above reflects Gross Revenue. "Gross Revenue " includes all revenue derived from the sale of any and all products and services, and all other income of every kind and related in any way to the Monster Mini Golf® business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Outlet *less* any sales taxes which were collected in accordance with applicable law and paid to the appropriate taxing authority and the amount of any documented refunds and credits.

3. With respect to the data disclosed in Part I of Item 19, FPR Affiliated Outlets are not expected to have any materially different financial or operational characteristics than the FPR Franchised Outlets.

PART II.
Revenue per Square Foot
With Square Footage and Attractions Offered
For the Period 1/1/2025 through 12/31/2025
For 25 Franchised Outlets and 3 Affiliate-Owned Outlets

LOCATION	OPENING DATE	SIZE (SF)	MODEL	2025 REVENUE	REVENUE/SF
BELLEVUE, WA	Feb-23	12,000	CC, LM, BOWL	2,082,263	174
CHANTILLY, VA	Feb-17	21,000	CC, BOWL, VR,	1,671,687	80
PARAMUS, NJ	May-10	10,500	CC, LM	1,208,116	30
GARDEN CITY, NY	Jul-22	18,000	CC, LM, BOWL	1,187,772	27
CORDOVA, TN	Oct-23	15,000	CC, LT, SNACK	1,237,444	27
YONKERS, NY	Oct-20	9,500	CC, BOWL	1,156,476	26
TOWSON, MD	Oct-15	10,533	CC, LT, LM	1,130,592	27
SAN ANTONIO, TX	Oct-11	18,000	CC, LM, LT, VR,	1,114,941	27
FRISCO, TX	Jun-20	11,000	CC, LM, BOWL	1,040,855	24
CHERRY HILL, NJ	Jun-19	11,500	CC, LM, VR	1,105,751	25
GAITHERSBURG, MD	Nov-14	12,765	CC, BOWL, VR,	1,033,634	25
ROUND ROCK, TX	Sep-17	12,500	CC, LT, LM, VR	974,061	23
KATY, TX	Feb-24	18,000	CC, LM, BOWL	972,623	21
EDISON, NJ	Apr-14	11,000	CC	926,623	22
FAIRFIELD, NJ	Oct-08	9,000	CC, LM	893,684	22
COLUMBIA, MD	Mar-13	11,500	CC, VR	888,322	21
EATONTOWN, NJ	Oct-13	9,500	CC, LM	867,632	21
DEER PARK, NJ	Feb-14	11,500	CC, VR, LM	846,642	20
DENVER, CO	Jan-13	10,000	CC, VR	820,820	20
CHARLOTTE, NC	Feb-20	12,000	CC, LM, BOWL	819,280	19
CORAL SPRINGS, FL	Jul-15	10,503	CC, LM	784,098	19
GASTONIA, NC	Oct-22	12,500	CC, LM, BOWL	748,464	17
NORWOOD, MA	Sep-05	8,200	CC only	655,642	17
MONROE, NC	Aug-24	11,500	CC, LM, BOWL	644,128	14
SEEKONK, MA	Aug-07	9,400	CC only	636,268	16
MARIETTA, GA	Oct-07	12,500	CC only	586,564	15
STAFFORD, VA	Mar-23	9,500	CC, LM, BOWL	509,550	11
LAFAYETTE, IN	Sep-17	8,600	CC only	556,495	13

Notes to Part II.

1. The financial results provided in Part II include 25 franchisee-owned MONSTER MINI GOLF® Outlets and 3 franchises owned by Ready Set Glow, LLC RSG II, LLC, and RSG III, LLC affiliates of Monster Entertainment, LLC as of December 31, 2025. Each FPR Affiliated Outlets is identified with an * in the tables above.

2. Model abbreviations used in Part II above refer to the following: CC (Core Concept – mini golf, arcade, events, parties); LT (Laser Tag); BOWL (Bowling); SNACK (Snack Bar); and LM (Laser Maze);.

3. The average amount of additional space required beyond that which is required to implement the Core Concept model (9,000 – 12,000 sq. feet) to implement the optional models referenced in Part II of Item 19 are as follows:
    a. LT: 2,000 – 3,500 sq ft
    b. BOWL: 750 – 1,500 sq ft
    c. SNACK: 500 – 1,500 sq ft
    d. LM: 150 – 250 sq ft

4. 2025 Revenue as reported in Part II above reflects Gross Revenue. "Gross Revenue " includes all revenue derived from the sale of any and all products and services, and all other income of every kind and related in any way to the Monster Mini Golf® business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Outlet *less* any sales taxes which were collected in accordance with applicable law and paid to the appropriate taxing authority and the amount of any documented refunds and credits.

5. With respect to the data disclosed in Part II of Item 19, FPR Affiliate Outlets are not expected to have any materially different financial or operational characteristics than the FPR Franchised Outlets.

PART III.
Revenue Mix by Type and Month By Outlet
For the Period 1/1/2025 through 12/31/2025
For 25 Franchised Outlets and 3 Affiliate-Owned Outlets

	TOTAL	ADMISSIONS	ARCADE	PARTIES	EVENTS	FOOD/BEV	RETAIL
BELLEVUE, WA	**2,082,263**	**1,103,599**	**624,679**	**249,872**	**62,468**	**20,823**	**20,823**
		66%	37%	15%	4%	1%	1%
CHANTILLY, VA	**1,671,687**	**936,145**	**284,187**	**334,337**	**83,584**	**16,717**	**16,717**
		56%	17%	20%	5%	1%	1%
PARAMUS, NJ	**1,208,116**	**603,640**	**162,551**	**276,103**	**96,564**	**40,147**	**29,112**
		51%	14%	23%	8%	3%	2%
GARDEN CITY	**1,187,772**	**576,494**	**431,029**	**117,695**	**52,185**	**5,212**	**5,158**
		47%	35%	10%	4%	0%	0%
CORDOVA	**1,237,444**	**575,623**	**350,552**	**147,762**	**76,553**	**83,218**	**3,735**
		50%	30%	13%	7%	7%	0%
YONKERS	**1,156,746**	**565,128.82**	**282,209.48**	**237,042.00**	**45,355.18**	**22,656.70**	**4,353.82**
		50%	25%	21%	4%	2%	0%
TOWSON, MD	**1,130,592**	**657,542**	**187,783**	**211,115**	**65,872**	**5,796**	**2,484**
		59%	17%	19%	6%	1%	0%
SAN ANTONIO, TX	**1,114,941**	**693,444**	**266,553**	**107,007**	**32,406**	**12,321**	**3,210**
		67%	26%	10%	3%	1%	0%
FRISCO	**1,040,855**	**746,057**	**193,954**	**83,446**	**9,337**	**6,889**	**1,173**
		67%	18%	8%	1%	1%	0%
CHERRY HILL	**1,105,751**	**614,819**	**255,974**	**144,678**	**26,852**	**5,874**	**4,856**
		59%	25%	14%	3%	1%	0%
GAITHERSBURG. MD	**1,033,634**	**562,526**	**194,334**	**199,642**	**53,365**	**15,264**	**8,504**
		58%	19%	19%	5%	1%	1%
ROUND ROCK	**974,061**	**657,915**	**181,300**	**107,937**	**16,802**	**9,412**	**696**
		68%	19%	11%	2%	1%	0%
KATY, TX	**972,588**	**505,746**	**252,873**	**126,436**	**48,629**	**29,178**	**9,726**
		52%	26%	13%	5%	3%	1%
EDISON, NJ	**926,623**	**539,159**	**130,755**	**171,745**	**58,004**	**25,942**	**1,018**
		60%	14%	19%	6%	3%	0%
FAIRFIELD, NJ	**893,684**	**491,039**	**118,504**	**208,839**	**55,886**	**4,673**	**14,744**
		55%	13%	23%	6%	1%	2%
COLUMBIA, MD	**888,322**	**546,348**	**131,560**	**175,396**	**32,129**	**1,184**	**1,706**
		63%	15%	20%	4%	0%	0%
EATONTOWN	**867,632**	**481,009**	**219,182**	**130,544**	**32,101**	**3,445**	**1,350**
		57%	25%	15%	4%	0%	0%
DEER PARK	**846,642**	**448,720**	**211,660**	**160,862**	**20,320**	**3,387**	**1,693**
		55%	25%	19%	2%	0%	0%
DENVER, CO	**820,820**	**595,647**	**121,603**	**78,390**	**22,778**	**-**	**2,403**
		73%	15%	10%	3%	0%	0%
CHARLOTTE	**819,280**	**524,344**	**200,127**	**60,545**	**27,797**	**5,924**	**542**
		67%	24%	7%	3%	1%	0%
CORAL SPRINGS, FL	**784,098**	**415,572**	**219,547**	**101,933**	**31,364**	**7,841**	**7,841**
		56%	29%	14%	4%	1%	1%
GASTONIA	**748,464**	**407,384**	**238,810**	**74,417**	**16,274**	**10,460**	**1,120**
		61%	36%	11%	2%	2%	0%
NORWOOD	**665,642**	**446,551**	**106,401**	**89,835**	**22,471**	**-**	**384**
		69%	17%	14%	3%	0%	0%
MONROE, NC	**644,128**	**360,712**	**173,915**	**64,413**	**19,324**	**12,883**	**12,883**
		57%	27%	10%	3%	2%	2%
SEEKONK	**636,268**	**418,687**	**160,826**	**48,399**	**7,936**	**-**	**421**
		71%	27%	8%	1%	0%	0%
MARIETTA, GA	**586,567**	**447,829**	**115,173**	**52,831**	**21,678**	**1,297**	**2,777**
		88%	23%	10%	4%	0%	1%
STAFFORD	**509,550**	**298,250**	**131,000**	**47,250**	**15,250**	**11,500**	**5,750**
		54%	24%	8%	3%	2%	1%
LAFAYETTE	**556,495**	**316,750**	**173,350**	**38,800**	**14,550**	**4,850**	**9,700**
		57%	31%	7%	3%	1%	2%
TOTAL	**27,110,665**	**15,536,676**	**6,120,389**	**3,847,270**	**1,067,836**	**366,892**	**174,878**
		57%	23%	14%	4%	1%	1%

Month	% of Systemwide Revenue
January	7%
February	7%
March	9%
April	7%
May	7%
June	10%
July	12%
August	11%
September	7%
October	8%
November	8%
December	7%

Notes to Part III:

1. The financial results provided in Part III include 25 franchisee-owned MONSTER MINI GOLF® Outlets and 3 franchises owned by Ready Set Glow, LLC, RSG II, LLC and RSG III, LLC, affiliates of Monster Entertainment, LLC as of December 31, 2025. Each FPR Affiliated Outlets is identified with an * in the tables above.

2. "Total" as reported in Part III above reflects Gross Revenue. "Gross Revenue " includes all revenue derived from the sale of any and all products and services, and all other income of every kind and related in any way to the Monster Mini Golf® business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Outlet *less* any sales taxes which were collected in accordance with applicable law and paid to the appropriate taxing authority and the amount of any documented refunds and credits.

3. With respect to the data disclosed in Part III of Item 19, FPR Affiliate Outlets are not expected to have any materially different financial or operational characteristics than the FPR Franchised Outlets.

Some outlets sold this amount. Your individual results may differ. There is no assurance you will sell as much.

The financial performance representations do not include any costs or expenses that must be deducted from the gross revenue figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your MONSTER MINI GOLF® Outlet. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding historic financial performance representation, we do not make any representations about a franchisee's future financial performance. 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 Christopher King, 230 East W.T. Harris Blvd., Suite C-4., Charlotte, NC 89103, (702) 583-6161, the Federal Trade Commission, and the appropriate state regulatory agencies listed in Exhibit A.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	20	24	+4
	2024	24	25	+1
	2025	25	34	+9
Company-Owned or Affiliated	2023	6	2	-4
	2024	2	3	+1
	2025	3	3	0
Total Outlets	2023	26	26	0
	2024	26	28	+2
	2025	28	37	+9

TABLE 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
Virginia	2023	0
	2024	0
	2025	1
Total	2023	**0**
	2024	**0**
	2025	**1**

TABLE 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025[1]

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
CO	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
FL	2023	2	0	0	0	0	1[3]	1
	2024	1	0	0	0	0	0	1
	2025	1	2	0	0	0	0	3
GA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
IN	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
LA	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
MA	2023	0	2[2]	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
MD	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NJ	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
NY	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
PA	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
SC	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
TN	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TX	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
	2025	4	1	0	0	0	0	5
VA	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
WA	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	20	5	0	0	0	1	24
	2024	24	1	0	0	0	0	25
	2025	25	9	0	0	0	0	34

[1]The table above includes all outlets operating under a franchise agreement with Monster Entertainment, LLC. Certain of the franchised outlets included above are owned, in whole or in part, directly or indirectly, by one or more of our officers who are also equity owners of our Parent, Multiplying Monsters Corp. ("Member Outlets"); however, because no officer or equity holder owns or controls more than 25% of the voting stock in our Parent, these Member Outlets are not "Company-Owned" or "Affiliated" outlets for purposes of this Disclosure Document.

[2] As a result of the 2023 Acquisition referenced in Item 1, we have reclassified two outlets that were formerly disclosed in Table 4 as "Company-Owned" or "Affiliated" outlets as franchised outlets in this Table 3 because they are no longer controlled by, controlling, or under common control with us or our Parent. For purposes of capturing this reclassification, we have included them in Table 3 under the heading "Outlets Opened" even though they were previously open but had been captured by Table 4.

[3] This outlet was closed pending a relocation and was reopened at a new location in 2025.

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TABLE 4
STATUS OF COMPANY-OWNED OR AFFILIATED OUTLETS[1]
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees*	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Massachusetts	2023	2	0	0	0	2[2]	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Nevada	2023	2	0	0	2[3]	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
North Carolina	2023	2	0	0	0	0	2
	2024	2	1	0	0	0	3
	2025	3	0	0	0	0	3
Total	2023	6	0	0	2[3]	2[2]	2
	2024	2	1	0	0	0	3
	2025	3	0	0	0	0	3

[1]All outlets disclosed in Table 4 as "Company-Owned" or "Affiliated" outlets in 2023 are owned and operated by Ready Set Glow LLC and RSG II, LLC. Three of our officers who are also equity owners in our Parent are, in the aggregate, the majority owners of Ready Set Glow LLC,RSG II, LLC and RSG III, LLC. Accordingly, it is deemed an affiliated entity for the purposes of this Item 20 as it is under common control with our Parent.

[2] As a result of the 2023 Acquisition referenced in Item1, the outlets located in Massachusetts are no longer considered "Company-Owned" or "Affiliated" outlets and, as of 2023, are being reclassified as franchised outlets in Table 3. For purposes of capturing this reclassification in Table 4 above, we are indicating they were sold to franchisees even though no sale took place.[3]As a result of the 2023 Acquisition referenced in Item 1, the outlets located in Nevada no longer need to be included in this Item 20. Prior to the 2023 Acquisition, they had been included in Table 4 because they were substantially similar outlets formerly operated by an affiliated entity. They operated under the names KISS WORLD® and Twilight Zone Mini Golf®. Because these outlets are no longer operated by an affiliate that is controlled by, controlling, or under common control with us or our Parent, we will no longer disclose them as substantially similar outlets in this Item 20. For purposes of capturing their removal from this FDD, we are indicating that the outlets closed in 2023 even though they continue to operate in Nevada under non-affiliated ownership.

TABLE 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2025

State	Franchise Agreement Signed But Unit Not Yet Open (As of 12/31/2025)	Projected New Franchised Units Opening in Next Fiscal Year	Projected New Company-Owned or Affiliated Units in Next Fiscal Year
AZ	1	0	0
DE	1	0	0
FL	2	0	0
IA	1	1	0
KY	1	0	0
LA	1	1	0
MA	3	1	0
MD	1	1	0
MS	1	1	0
NJ	1	0	0
TN	2	0	
TX	4	3	0
WA	2	1	0
Total	21	9	0

Please note that the foregoing tables exclude two franchised locations in Canada (Edmonton and Calgary).

Attached as Exhibit F is a list of those franchisees that had an outlet transferred, terminated, canceled, not renewed, transferred, or who otherwise voluntarily or involuntarily ceased doing business with us during our most recent fiscal year, or have not communicated with us within 10 weeks of the date of this disclosure document. Our current franchisees are listed in Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality clauses during the last three fiscal years that restrict their ability to speak with you about their franchised business. There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit E are the audited financial statements for Monster Entertainment, LLC as of December 31, 2025 and our audited consolidated financial statements as of December 31, 2024 and December 31, 2023.

ITEM 22. CONTRACTS

The MONSTER MINI GOLF® Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit C.

The MONSTER MINI GOLF® General Release is attached to the Franchise Agreement as Exhibit A. The MONSTER MINI GOLF® Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit B. The MONSTER MINI GOLF® Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit C.

The MONSTER MINI GOLF® Pre-Closing Questionnaire is attached to this Disclosure Document as Exhibit I (not applicable in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin).

ITEM 23. RECEIPTS

Attached as Exhibit J of this disclosure document is a list of the State Effective Dates for each registration state. Attached as Exhibit K of this disclosure document are duplicate Receipts to be signed by you. You should sign both copies of the Receipt. Keep one for your records and return the other one to us at the following address: Monster Entertainment, LLC, 230 East W.T. Harris Blvd. Suite C-4 Charlotte, NC 28262.

EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises. We may register in one or more of these states.

California
Department of Financial Innovation & Protection
320 West 4th Street
Suite 750
Los Angeles, California 90013
(866) 275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8299

Hawaii
Business Registration Division
Securities Compliance Branch
Commissioner of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Michigan
Department of the Attorney General
Consumer Protection Division, Franchise Unit
525 Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st fl
New York, New York 10005

(212) 416-8222

North Dakota
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
Phone 701-328-2910

Oregon
Secretary of State, Corporation Division
255 Capitol Street Northeast
Salem, Oregon 97310

Rhode Island
Director of Department of Business Regulation
Department of Business Regulation
Securities Division
John O. Pastore Center, Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota
Division of Insurance
Securities Regulation
124 S. Euclid Ave, Suite 104
Pierre, South Dakota 57501

(605) 773-3563

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road Southwest

Tumwater, Washington 98501 360-902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

California
Department of Financial Innovation & Protection
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8299

Hawaii
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland
Maryland Securities Commissioner
Office of Attorney General, Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York
Secretary of the State
99 Washington Avenue
Albany, New York 12231

North Dakota
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505

Oregon
Secretary of State
Corporation Division
255 Capitol Street Northeast
Suite 157
Salem, Oregon 97310

Rhode Island
Department of Business Regulation
Securities Division
1511 Pontiac Avenue
Cranston, Rhode Island 02920-4407

South Dakota
Division of Insurance
124 S. Euclid Ave., Suite 104
Pierre, South Dakota 57501

(605) 773-3563

Virginia
Clerk, State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Tumwater, Washington 98501

Wisconsin
Commissioner of Securities
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703

EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
FRANCHISE AGREEMENT

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E. MAP OR DESCRIPTION OF THE PROTECTED TERRITORY
F. STATE ADDENDA

MONSTER ENTERTAINMENT, LLC

FRANCHISE AGREEMENT

This Franchise Agreement made this ____ day of _____, 20____, is by and between Monster Entertainment, LLC, a Nevada limited liability company, having its principal place of business at 230 East W.T. Harris Blvd. Suite C-4, Charlotte, NC 28262 ("Franchisor"), and _____ _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ _____ ("Franchisee").

W I T N E S S E T H :

WHEREAS, Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service mark "MONSTER MINI GOLF®" and relating to the establishment and operation of "MONSTER MINI GOLF® Businesses", which are entertainment centers for children and adults that feature indoor miniature golf, video games, redemption games, and other attractions or activities approved in writing by Franchisor (such as laser tag, laser maze, arcade games (including virtual reality), bowling, food and beverage, or concessions), and which host birthday parties and other events; and

WHEREAS, in addition to the service mark, "MONSTER MINI GOLF®" and certain other Marks, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and Trade Secrets; the Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a single MONSTER MINI GOLF® Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a MONSTER MINI GOLF® Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "Monster Entertainment, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" has the meaning given to such term in Section 13;

"Competitive Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) miniature golf, bowling, laser tag, laser maze, virtual reality, ropes course, arcade games, ax throwing, escape rooms, bumper cars, boardwalk style rides or amusements, or other recreational or entertainment activities or services the same as or similar to those provided by, or of the type that could be provided by, MONSTER MINI GOLF® Businesses or in which or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, its Affiliate or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest. For the avoidance of doubt, a business shall be deemed to "offer" the activities or services listed above regardless of how significant such offering is to the overall business or regardless of how much revenue the business derives from such offering;

"Confidential Information" means technical and non-technical information not commonly known by or available to the public including, without limitation, Trade Secrets and any other information identified as "confidential" when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure to transfer or disclose such information;

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for MONSTER MINI GOLF® Businesses within a particular region;

"Designated Manager" means the person designated by Franchisee who has primary responsibility for managing the day-to-day affairs of the Franchised Business;

"Effective Date" means the date on which this Agreement is fully executed, thereby commencing its effectiveness and term;

"Electronic Depository Transfer Account" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks;

"Franchise Fee" has the meaning given to such term in Section 3;

"Franchised Business" means the MONSTER MINI GOLF® Business to be established and operated by Franchisee pursuant to this Agreement;

"Franchisee" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement;

"Franchisor" means Monster Entertainment, LLC;

"Franchisor Indemnitees" has the meaning given to such term in Section 21.2;

"Grand Opening Advertising" has the meaning given to such term in Section 11;

"Gross Sales" means the aggregate of all revenue from the sale of products and services from all sources (approved or otherwise) in connection with the Franchised Business and all sources at or in close proximity to the Approved Location whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate received by Franchisee from a manufacturer or supplier;

"Gross Sales Reports" has the meaning given to such term in Section 12.2;

"Incapacity" means the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

"Internet" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

"Local Advertising" has the meaning given to such term in Section 11.2;

"Operations Manual" means the MONSTER MINI GOLF® Operations Manual, and any other guidance that may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all physical and electronic training or instructional materials and publications prepared by, or on behalf of, Franchisor;

"Marketing Fund" means the System-wide marketing, advertising and promotion fund defined in Section 3.4 and established by Franchisor in Section 11.3;

"Marketing Fund Contribution" has the meaning given to such term in Section 3.4;

"Marks" means the service mark "MONSTER MINI GOLF®" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with MONSTER MINI GOLF® Businesses;

"Phase II Build-Out Package" means the goods and services provided by Franchisor in the improvement of the Approved Location, including the construction of the miniature golf course and other fixtures and décor elements;

"Royalty Fee" has the meaning given to such term in Section 3.3;

"Social Media Guidelines" means Franchisor's then-current intranet and Internet usage rules, policies and requirements as described in Section 11.5.2;

"System" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of MONSTER MINI GOLF® Businesses; and

"Trade Secrets" means information, without regard to form including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers that are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a non-exclusive license to operate one (1) MONSTER MINI GOLF® Business using the System and Marks at a single location. In addition to the standard services offered at MONSTER MINI GOLF® businesses, Franchisee desires to offer, and Franchisor hereby approves Franchisee to provide to the additional attractions or enhancements checked off below ("Additional Services") at the Approved Location:

☐ Laser Tag

☐ Laser Maze

☐ Bowling

☐ Concessions

☐ Other (specify here): _____

Franchisee shall provide the Additional Services in accordance with the Operations Manual, and shall use Franchisor's designated POS system to process all revenue received in connection with the Additional Services. Franchisee acknowledges and agrees that all revenue generated by the Additional Services shall be counted in Franchisee's Gross Sales and subject to the Royalty Fee, Marketing Fund Contributions, and other fees hereunder. Any services that are not checked off above, must be separately negotiated and approved in writing by Franchisor

prior to Franchisee's addition of the services, and Franchisee agrees to comply with any conditions that Franchisor imposes for such approval. For the avoidance of doubt, Franchisee is not permitted to offer any services, attractions, options, enhancements or products at the Approved Location other than those specifically indicated above with a check mark unless Franchisor subsequently expressly approves, in its sole discretion, such additional services, attractions, options, enhancements or products for sale at the Approved Location in writing. In the event that Franchisee seeks approval to offer any such additional services, attractions, options, enhancements or products for sale at the Approved Location, Franchisee shall submit to Franchisor a written request utilizing the Policy/Procedure Change form in the Operations Manual (or whatever other process or form for approval Franchisor requires in its sole discretion).

2.2 Approved Location

The street address (or detailed description of the premises) of the Approved Location is:

_____

_____

_____.

2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then the geographic area in which the Franchised Business is to be located shall be within the geographic area described below ("Designated Area"). When the Approved Location is determined, its address shall be inserted into Section 2.2. The failure to insert such address shall not automatically affect the enforceability of this Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is:

_____

_____

_____.

2.4 Protected Territory

So long as this Agreement in full force and effect and Franchisee is not in default under any of the terms hereof, Franchisor will neither establish, own, or operate, nor license another to establish, own, or operate a business under the same trade name or trademark as that of the Franchised Business or any other substantially similar business under the Marks or a different trade name or trademark within a geographic area surrounding the Franchised Business identified in Exhibit E to this Agreement (the "Protected Territory");

2.5 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed hereunder, or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations hereunder.

2.6 Nonexclusive License

Franchisor does not grant exclusive territories to MONSTER MINI GOLF® Businesses. The Franchise granted under this Agreement is non-exclusive and Franchisor retains all rights and control with respect to the Marks and System, including the right to:

2.6.1 establish, own or operate, and grant others the right to establish, own or operate, MONSTER MINI GOLF® Businesses at any location except within the Protected Territory;

2.6.2 establish, own or operate, and grant others the right to establish, own or operate, other businesses offering the same or similar services utilizing trade names, trademarks and service marks other than the Marks, without offering Franchisee any right thereto;

2.6.3 provide services similar to those offered through the Franchised Business through any alternate channel of distribution; and

2.6.4 engage in any activities not expressly forbidden by this Agreement.

3. FEES

3.1 Franchise Fee

3.1.1 Upon execution of this Agreement, and unless otherwise set forth in Section 3.1.2, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of SIXTY THOUSAND DOLLARS $60,000).

3.1.2 If Franchisee is signing multiple franchise agreements concurrently with this Agreement, Franchisee shall pay, upon execution of this Agreement, a discounted Franchise Fee to Franchisor as may be applicable in accordance with the following chart:

Franchise Fee	# of Agreements Signed Concurrently	Franchisor to Check if Discount Applicable
$55,000 per outlet	2	☐
$45,000 per outlet	3 – 5	☐
$40,000 per outlet	6 – 9	☐
$35,000 per outlet	10+	☐

3.1.3 The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees. The Franchise Fee is non-refundable.

3.2 Phase II Build-Out Package Fee

Before opening the Franchised Business, Franchisee shall pay Franchisor or its Affiliate a non-refundable Phase II Build-Out Package fee in the amount of THREE HUNDRED AND THIRTY-FOUR THOUSAND DOLLARS ($334,000) for the MONSTER MINI GOLF® concept, which shall include the design, purchase, and installation of Franchisor's then-current sound, lighting and effects package, golf course materials, MONSTER MINI GOLF® construction, and props, décor, artwork, party room furniture, and other components as described in the Operations Manual or otherwise in writing from time to time by Franchisor. If Franchisee requests or requires customization or changes to the standard Phase II Build-Out Package in order to comply with state or local laws and regulations applicable to the Franchised Business, or for any other reason, Franchisee shall also reimburse Franchisor or if Affiliate for all additional costs they incur related to such customization or changes. An initial, non-refundable deposit of SEVENTY-FIVE THOUSAND DOLLARS ($75,000) must be paid within five (5) days after the Effective Date of this Agreement while the balance plus any additional customization charges must be paid at the earlier of (a) thirty (30) days after signing a lease for the Approved Location, or (b) the date your construction permit is issue by the relevant authorities, with such payment being due regardless of whether your Franchised Business is ready to begin the Phase II Build Out. If, for reasons. not caused by Franchisor, Phase II construction does not begin within the prescribed time frame, Franchisee will be responsible for paying Franchisor or its affiliate the difference (if any) between the actual Phase II Build Out Package Fee you already paid pursuant to this Section 3.2 and the Phase II Build Out Package Fee that is then being charged (as of the time you commence Phase II construction) to account for increases in the cost of labor, materials and otherwise.

Franchisee shall be solely responsible for ensuring that the Approved Location complies with all applicable federal, state, and local laws and regulations, including, but not limited to, the Americans With Disabilities Act and any local building, fire, or similar codes.

Notwithstanding the foregoing, if the Approved Location will exceed twelve thousand square feet, Franchisee shall pay Franchisor a supplemental Phase II Build-Out Package fee to compensate Franchisor for the additional artwork and props that will be required, which shall be payable to Franchisor at the same time the balance of the payment as specified above is due (i.e. the earlier of (a) the date Franchisee signs its lease for the Approved Location, or (b) one hundred twenty (120) days after the Effective Date of this Agreement, with such payment being due regardless of whether your Franchised Business is ready to begin the Phase II Build Out). . The additional fee due to Franchisor shall be calculated as follows: for spaces between 12,001 to 15,000 the supplemental fee shall be $5,000, for spaces between 15,001 to 18,000, the supplemental fee shall be $7,500, and for spaces between 18,001 to 21,000, the supplemental fee shall be $10,000.

Franchisor reserves the right, in its sole discretion, to require Franchisee to utilize its designated construction and project management service provider for its completion of the Phase II Build Out process. In the event that Franchisor requires you to utilize its designated construction or project management service provider for Phase II Build-Out, there shall be no additional cost to you for their base services (if you contract with them to provide additional services you shall be responsible for any additional costs and fees incurred).

3.3 <u>Weekly Royalty Fee</u>

On Tuesday of each week (or such other day of the week as the Franchisor may require in its sole discretion) ("Due Date"), Franchisee shall pay to Franchisor without offset, credit or deduction of any nature and without invoice or demand from Franchisor, so long as this Agreement shall be in effect, a weekly fee ("Royalty Fee") equal to seven percent (7%) of Gross Sales for the week ending the previous Sunday (or six and a half percent (6.5%) of Gross Sales for any Franchisee who owns three outlets that are open for business) . On or prior to the Due Date, Franchisee shall also submit a Gross Sales Report, as required by Section 12.2, for the same period for which the Royalty Fee is due.

If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.6, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system. For the avoidance of doubt, Franchisee shall only be entitled to a Royalty Fee reduction if all three operating outlets are owned by an ownership group identical to the ownership group of Franchisee.

3.4 Marketing Fund Contribution

Franchisor administers a System-wide marketing, advertising and promotion fund ("Marketing Fund"). Franchisee is required to contribute weekly to the Marketing Fund in an amount equal to two percent (2%) of Gross Sales for the week ending the previous Sunday ("Marketing Fund Contribution"). Franchisor reserves the right to increase the Marketing Fund Contribution at any time up to a maximum of four percent (4%) of weekly Gross Sales. Franchisor shall notify Franchisee in writing (which shall include e-mail) at least thirty (30) days before changing Marketing Fund Contribution requirements. Marketing Fund Contributions shall be made at the same time and in the same manner as Royalty Fee payments provided in Section 3.3. The Marketing Fund shall be maintained and administered by Franchisor or its designee in accordance with the provisions contained in Section 11.3.

3.5 Technology Fee

Each year during the term of this Agreement, on or before July 1, Franchisee shall pay to Franchisor the then-current annual technology fee (currently, $1500) ("Technology Fee"). The Technology Fee is subject to increase or decrease on an annual basis in Franchisor's sole discretion. The Technology Fee shall cover the cost of all technological services and support that Franchisor provides in its sole discretion on behalf of the system and/or to the Franchised Business. Such technologic services currently include streaming music, website and related maintenance, website hosting fees, cloud storage fees, e-learning, mobile application and other related technology fees; however, the technologies covered by this Technology Fee and/or provided to Franchisee by Franchisor may be modified, added to or removed at any time by Franchisor in its sole discretion.

3.6 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor by any state or federal taxing authority for doing business in the state where the Franchised Business is located.

3.7 Electronic Transfer

Franchisor has the right to require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. At Franchisor's request, Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Every month, Franchisee shall make timely deposits to the account sufficient to cover amounts owed to Franchisor prior to the Due Date with respect to Royalty Fees and Marketing Fund Contributions or, with respect to other amounts due to Franchisor, such date that they Parties may agree to in writing. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the

Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent.

3.8 Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within fifteen (15) days after the Due Date shall incur late fees at the rate of twelve percent (12%) per annum (or the highest rate allowed by law, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the Due Date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

3.9 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

3.10 Maximum Fee Increase.

To the extent that any fee set forth **in this Agreement is based upon Franchisor's "then-current" amount or relates to the "rates published in our manual", and to the extent that an alternative formula or maximum is not set forth in connection therewith, the maximum annual increase for any such fee that Franchisor will impose upon Franchisee during the term of this Agreement will be 20% of the prior year fee.**

4. *TERM AND RENEWAL*

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of five (5) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2 Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to obtain a successor franchise is limited to three (3) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions;

4.2.2 Franchisee has access to and, for the duration of the successor franchise's term, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

4.2.3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications;

4.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.5 Franchisee is not in default of any material provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.6 Franchisee has given written notice of its intention to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the initial term;

4.2.7 Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution; provided, however, that the Protected Territory shall remain the same and Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.8 Franchisee has complied with Franchisor's then-current training requirements; and

4.2.9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit A, of any and all claims against Franchisor, its Affiliate(s) and against their equity owners, officers, directors, managers and employees, except to the extent prohibited by the laws of the state where the Franchised Business is located.

4.3 Automatic Extension

If at the expiration of the term of this Agreement, Franchisee has failed to comply with the provisions of Section 4.2 as required to obtain a successor term, and Franchisor has not notified Franchisee that this Agreement will expire, then this Agreement shall be deemed to continue on a month to month basis, and Franchisor reserves the right, on thirty (30) days written notice, to require Franchisee to either comply with the provisions of Section 4.2 to obtain a successor term, or to terminate Franchisee's rights hereunder based on the expiration of the Agreement, except as otherwise required by applicable law.

5. *APPROVED LOCATION*

5.1 Selection of Site

Franchisee shall select a site for the Franchised Business and shall notify Franchisor of such selection. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. If Franchisee fails to select a site for the Franchised Business, which is approved by Franchisor, within one hundred twenty (120) days after the Effective Date of this Agreement, then Franchisor shall have the right to terminate this Agreement as provided in Section 16.2.1.19. Franchisor shall have the right to extend that time period in writing, subject to Franchisor's receipt of the initial deposit due under Section 3.2, if Franchisor determines in its sole discretion that Franchisee is diligently working in good faith to locate a site. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area, proximity to other MONSTER MINI GOLF® Businesses, lease requirements, traffic patterns, vehicular and pedestrian access, available parking, proximity to establishments of ill repute or those that offer alcoholic beverages, and overall suitability. Franchisor's decision to approve or disapprove of a proposed site shall not be unreasonably withheld or delayed. Franchisee shall not locate the Franchised Business on a selected site without the prior written approval of Franchisor. *Franchisor does not represent that it, or any of its Affiliates, owners or employees have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location.*

5.2 Lease of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor. You must provide us with a copy of any proposed lease, sublease, lease renewal or purchase agreement for your Approved Location, or any modification thereto, prior to executing the same. You may not operate a MONSTER MINI GOLF® OUTLET at any location until you have received our express written approval. You acknowledge and agree that our review and approval of any proposed lease agreement is solely for our benefit and not intended to indicate our approval or guarantee that the terms, including rent or other material business terms, represent the most favorable terms available in the market. You acknowledge and agree that you not a third party beneficiary to our lease review. You understand that our approval of the lease, sublease, lease renewal or purchase contract, as applicable, does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or for any other purpose. You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the proposed site on Your behalf. You must provide us with a fully executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed. The lease must be executed within One Hundred Eighty (180) Days of the Effective Date; in the event that it is not, this Agreement shall be subject to termination in Franchisor's sole discretion in accordance with Section 16.2.21. At your request, and in our sole discretion, Franchisor may extend the lease execution deadline in writing if Franchisor determines that Franchisee is working in good faith toward the execution of a lease; provided, however, that if Franchisee does not sign a lease within One Hundred Eighty (180) Days of the Effective Date, and Franchisor agrees to an extension, Franchisee may be required to pay a Phase II Delay Fee (as set forth in Section 3.2) because Franchisee's Phase II construction will be delayed beyond the prescribed timeline.

Notwithstanding the foregoing, Franchisor shall not unreasonably withhold its approval. Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to maintain the lease, if any, of the Approved Location while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated.

Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including:

5.2.1 a provision reserving to Franchisor the right, at Franchisor's election, to receive an assignment of the leasehold interest upon termination or expiration of the Franchise grant;

5.2.2 a provision expressly permitting the lessor of the premises to provide Franchisor all sales and other information lessor may have obtained or received relating to the operation of the Franchised Business, as Franchisor may request;

5.2.3 a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

5.2.4 a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Operations Manual, subject only to the provisions of applicable law;

5.2.5 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Business during the term of the Franchise Agreement;

5.2.6 a provision prohibiting modifications or improvements to the demised premises that would result in direct access (via shared hallways, stairwells, entry doors, or otherwise.) from the demised premises to any adjacent, neighboring or proximate premises that sell, offer or promote alcoholic beverages or are establishments of ill repute (unless otherwise waived by Franchisor).

5.2.7 a provision allowing Franchisor, upon expiration or termination of the lease, to enter the premises and remove any signs containing the Marks; and

5.2.8 a provision stating that upon default of this Agreement, Franchisor or its nominee has the right to take possession of the Approved Location and operate the Franchised Business.

5.3 Development of Approved Location

Franchisor shall advise Franchisee on the specifications, design and décor of the Approved Location. With the exception of the miniature golf course and other items included in the Phase II Build-Out Package, Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such advice and specifications within one hundred eighty (180) days after the execution of the Lease pursuant to Section 5.2. Franchisee shall be solely responsible for ensuring that the Approved Location complies with all applicable federal, state, and local laws and regulations, including, but not limited to, the Americans With Disabilities Act and any local building, fire, or similar codes. If state and local laws regulations applicable to the franchise business, require customization or changes from the standard Phase II Build-Out Package, Franchisee shall, at Franchisor's option, pay for such changes directly or reimburse Franchisor for a costs related to such customization or changes. In connection with the development of the Approved Location, Franchisee shall:

5.3.1 utilize the designated construction and/or project management provider (if any) that we designate to oversee all such aspects of development (including Phase I and/or Phase II) that we may require;

5.3.2 employ a competent licensed architect or engineer to prepare, for Franchisor's approval, preliminary plans and specifications for improvement of the Approved Location;

5.3.3 obtain all zoning classifications and clearances which may be required by state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications;

5.3.4 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;

5.3.5 employ a qualified, licensed general contractor approved by Franchisor to complete construction of all required improvements to the Approved Location;

5.3.6 purchase any supplies or inventory necessary for the operation of the Franchised Business;

5.3.7 purchase and install all equipment, signs, furniture and fixtures, including any point-of-sale and computer equipment, required for the operation of the Franchised Business; and

5.3.8 establish broadband or high-speed Internet access and obtain at least one (1) telephone number and one (1) facsimile number solely dedicated to the Franchised Business.

5.4 Opening

Before opening the Franchised Business and commencing business, Franchisee must:

5.4.1 fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.4.2 furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.4.3 complete initial training to the satisfaction of Franchisor;

5.4.4 hire and train the personnel necessary or required for the operation of the Franchised Business;

5.4.5 obtain all necessary permits and licenses;

5.4.6 if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

5.4.7 pay in full all amounts due to Franchisor.

5.4.8 Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within thirteen (13) months after the Effective Date. Time is of the essence.

5.5 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a MONSTER MINI GOLF® Business in full compliance with this Agreement and the Operations Manual, unless approved in writing by Franchisor. Franchisee shall offer, sell and promote only those products or services that have been specifically approved by Franchisor. For the avoidance of doubt, Franchisee shall be expressly prohibited from promoting, offering or selling alcoholic beverages at its MONSTER MINI GOLF® Business and/or on or about the Approved Location unless express written approval is obtained in advance from Franchisor (which it may approve or deny in its sole and absolute discretion).

5.6 Relocation

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates without the fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5 through 5.4. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If no relocation site meets with Franchisor's approval, this Agreement shall terminate as provided in Section 16.2.1.

6. *PROPRIETARY MARKS*

6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name or trade name, with any prefix, suffix or other modifying words, terms, designs or symbols or in any modified form, without the prior written consent of Franchisor. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Franchise" of

Franchisee.

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor shall have the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has timely notified Franchisor of such proceeding and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory

items offered for retail sale, or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) customers and employees and to photograph and videotape the premises.

6.7 Franchisor's Sole Right to Domain Name

Except as permitted by 11.5 hereof, Franchisee shall not establish, register, create, operate, or otherwise obtain any interest in any domain name or URL containing the Marks or the words "MONSTER MINI GOLF®" or any other word, name, symbol or device which is likely to cause confusion with the Marks. Franchisee shall not advertise on the Internet or in any electronic medium using the "MONSTER MINI GOLF®" name or any other Mark without Franchisor's prior written approval. Franchisor is the sole owner of all right, title and interest in and to such domain names.

6.8 Online Use of Marks

Except as permitted by 11.5 hereof, Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

7. *CONFIDENTIAL INFORMATION*

7.1 Requirement of Confidentiality

Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets and other Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information is proprietary and is disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of the Trade Secrets or other Confidential Information by any of them.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, including any additional services that Franchisor may from time to time authorize Franchisee to provide, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefor. Franchisor may incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among MONSTER MINI GOLF® franchisees if owners of MONSTER MINI GOLF® Businesses and members of their immediate families and households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families and households), nor any officer, director, executive, manager, member of the professional staff and all employees of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 Divert or attempt to divert any present or prospective business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is potentially injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2 Relocate or attempt to relocate any current or prospective entertainment or amusement offerings, equipment or furnishings from the Franchised Business to any Competitive Business or to any other current or prospective other business, or do or perform, directly or indirectly, any other act that is potentially injurious or prejudicial to the revenue of the Franchised Business;

7.3.3 Employ or seek to employ any person who is at that time employed by Franchisor or by another franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment without the employer's prior written consent; or

7.3.4 Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any Competitive Business wherever located.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require Franchisee and any holder of a legal or beneficial interest in Franchisee, and any officer, director, executive, manager or member of the professional staff and all employees of

Franchisee who have access to Franchisor's Confidential Information to execute a standard form nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit B, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce covenants contained in such agreements.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks.

8. *TRAINING AND ASSISTANCE*

8.1 Initial Training

Franchisor shall make an initial training program available to Franchisee, Franchisee's Designated Manager (if different), and any additional management personnel. Prior to the opening of the Franchised Business, Franchisee and its Designated Manager (if different) must attend and successfully complete, to Franchisor's satisfaction, an initial training program consisting of approximately two and a half (2 1/2) weeks of classroom and on-the-job instruction pertaining to operation of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisor shall conduct the initial training program either in-person or virtually; in-person training shall be held at its headquarters or at another location Franchisor designates in its sole discretion. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with, and prior to, the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, for approximately three (3) to five (5) days, one (1) of Franchisor's representatives, experienced in the System, for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Initial Training Program

If Franchisor determines that Franchisee or its Designated Manager is (i) unable to satisfactorily complete the training program described in Sections 8.1 and 8.2 above, despite using their good faith best effort to

complete the training program thirty (30) days prior to opening, Franchisor has the right to terminate this Agreement. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's reasonable satisfaction. Franchisee may be required to pay Franchisor's then-current rates for additional training, if any, for providing the substitute manager an initial training program.

8.4 New Designated Manager

If Franchisee is a business entity and, after beginning operations, Franchisee names a new Designated Manager, then the new Designated Manager must complete the initial training program to Franchisor's satisfaction within thirty (30) days. The new Designated Manager may attend the initial training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes by Franchisee are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at such training.

8.5 Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager attend ongoing training programs, re-trainings, refresher training courses, and regional training sessions or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training or regional training sessions. Franchisor shall not require the Designated Manager to attend more than two (2) sessions in any calendar year and collectively not more than five (5) days in any calendar year. Failure to attend any mandatory session constitutes a default under this Agreement. Franchisee shall be responsible for all travel costs, room and board and salaries incurred in connection with the Designated Manager's attendance at such training.

9. *OPERATIONS MANUAL*

9.1 Standards of Operation

In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the System and Marks, Franchisee will conduct all aspects of its Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual. While this Agreement is in effect, Franchisor shall make available to Franchisee through a password protected website one (1) electronic copy of Franchisor's confidential operating manual (the "Operations Manual"). The Operations Manual may consist of one (1) or more separate manuals, training modules, and other written guidance or materials as designated by Franchisor from time-to-time. Franchisee acknowledges and agree that Franchisor may provide all or a portion of the Operations Manual (including updates and amendments), and other instructional information and materials, via electronic media, including through the Internet. The Operations Manual shall, at all times, remain the sole property of Franchisor.

9.2 Revisions

Franchisor has the sole and absolute right to add to or otherwise modify the Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee

expressly agrees to immediately, upon notice, adopt and comply with any such changes. Franchisee shall be solely responsible to ensure that the Franchised Business is operated in compliance with the most current and up-to date version of the Operations Manual. If a dispute as to the contents of the Operations Manual arises, the terms of the master copy of the Operations Manual maintained by Franchisor at Franchisor's headquarters shall control.

9.3 Confidentiality of the Operations Manual

The Operations Manual contains the Trade Secrets and other Confidential Information of Franchisor and shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration or termination of this Agreement. Franchisee shall not disclose, download, duplicate or otherwise use any portion of the Operations Manual in an unauthorized manner. Franchisee shall ensure that all access to the Operations Manual is password-protected. Franchisee shall only grant authorized personnel, as defined in the Operations Manual, access to the password.

10. FRANCHISE SYSTEM

10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, structural changes, installation of new equipment, and remodeling, redecoration and modifications to existing improvements. At Franchisor's request, but no more than once every three (3) years, unless sooner required by Franchisee's lease, Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2 of this Agreement.

10.3 Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular MONSTER MINI GOLF® Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

Franchisee shall spend no less than EIGHT THOUSAND DOLLARS ($8,000.00), prior to and within the first month of the opening of the Franchised Business, on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions.

11.2 Local Advertising

11.2.1 Franchisor will provide to Franchisee from time-to-time such approved advertising and promotional plans and materials as Franchisor deems advisable. At Franchisor's option, Franchisor may limit Franchisee's advertising to only such advertising materials. However, Franchisor expressly disclaims and Franchisee hereby acknowledges that Franchisee has not received or relied upon any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor.

11.2.2 Franchisee shall continuously promote the Franchised Business, including maintaining such online presence as may be required by Franchisor. Every month, Franchisee shall spend at least two percent (2%) of the previous month's Gross Sales on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding month.

11.2.3 Any advertising and promotional materials and methods used by Franchisee in any manner or medium will be conducted in an appropriate manner and will conform to such standards and requirements as are specified by Franchisor and in accordance with the Operations Manual. If Franchisor permits Franchisee to develop its own advertising material or to modify any content provided by Franchisor, Franchisee shall submit to Franchisor, for its prior written approval, all such new or modified advertising and promotional materials to be used by Franchisee including, but not limited to, ad copy, coupons, flyers, internet advertisements, search engine marketing, scripts and direct mail. Franchisor shall use reasonable efforts to provide written notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials in writing within twenty (20) days, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor.

11.3 Marketing Fund

Franchisee shall make a weekly Marketing Fund Contribution as described in Section 3.4. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

11.3.1 Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide.

11.3.2 Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs and expenses of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be accounted for separately from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

11.3.3 Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Marketing Fund, and next out of prior year contributions and then out of current contributions.

11.3.4 Although Franchisor intends the Marketing Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis based on total Marketing Fund Contributions made in the aggregate by each franchisee.

11.3.5 Each MONSTER MINI GOLF® Business operated by Franchisor, or an Affiliate of Franchisor shall make Marketing Fund Contributions at the same rate as MONSTER MINI GOLF® franchisees.

11.3.6 An accounting of the operation of the Marketing Fund shall be prepared annually. The accounting for the previous year shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund audited, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

11.3.7 Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.4 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of MONSTER MINI GOLF® Businesses located within a particular region. Franchisor has the right to (a) allocate any portion of the Marketing Fund to a Cooperative Advertising program; and (b) collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions.

11.5 Internet Advertising

11.5.1 Franchisee may not independently establish a presence on, or market using, any Internet Website in connection with the Franchised Business without Franchisor's prior written consent. The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, LinkedIn, Instagram, and on-line blogs and forums ("Networking Media Sites"). Franchisor has established and maintains a Website at www.monsterminigolf.com that provides information about the System and the services that Franchisor and its franchisees provide. Franchisor has the right to promote on the MONSTER MINI GOLF® Website information about the Franchised Business. If Franchisor includes such information on the MONSTER MINI GOLF® Website, Franchisor reserves the right to require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting.

11.5.2 Franchisor retains the sole right to control all marketing on the Internet, including the use of Websites, domain names, URL's, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's then-current intranet and Internet usage rules, policies and requirements ("Social Media Guidelines").

11.5.3 If Franchisor requires or permits Franchisee to establish and maintain active accounts on any Networking Media Site, Franchisee's use of the Marks on such platforms, inures solely to the benefit of Franchisor, and Franchisee must conduct its activities in strict accordance with the Social Media Guidelines. Franchisee must grant and maintain Franchisor administrator access to all accounts related to the Franchised Business in the manner specified by Franchisor. Franchisor retains the right to authorize the use of any Networking Media Site for the Franchised Business, and to add, remove, or modify any accounts or listings related to the Franchised Business, in its sole discretion.

11.5.4 Franchisee will not post any information to a Networking Media Site relating to the Franchisor, the System, the Marks, or the Franchised Business that (a) does not comply with the Franchisor's then-current Social Media Guidelines, (b) is derogatory, disparaging, or critical of the Franchisor, the System or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks; provided, however, that Franchisee shall not prohibit or restrict any social media communications or activity by Franchisee's employees which prohibition or restriction violates their employees' right to engage in protected concerted activity under the National Labor Relations Act.

11.6 Online Reputation

Franchisee must actively monitor customer feedback on all Networking Media Sites and internet-based directories which include the Franchised Business, and must respond to customer complaints in a respectful and timely manner, not to exceed three (3) business days.

11.7 Mobile App

Franchisor may establish or use, and require Franchisee to use, one or more mobile applications (a "Mobile App") for registration, scheduling, electronic payments, or any similar or related application for use in connection with the System. The term "Mobile App" shall include any application for use on smart phones, tablets, or other mobile devices, and may include a loyalty or reward program or other features. If Franchisor requires Franchisee to use a Mobile App, then Franchisee shall comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) for connecting to, and utilizing, such technology in connection with Franchisee's operation of the Franchised Business.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law. Records may be retained in an electronic format in lieu of physical copies so long as such electronic formats are backed up and accessible for the required period of time.

12.2 Gross Sales Reports

Franchisee shall maintain an accurate record of Gross Sales and shall deliver to Franchisor a signed and verified statement of Gross Sales ("Gross Sales Report") for the week ending each Sunday in a form that Franchisor approves or provides in the Operations Manual. Each week, the Gross Sales Report for the preceding week must be provided to Franchisor by the close of business on the Due Date set forth in Section 3.3.

12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth (15th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Operations Manual or otherwise in writing.

12.4 Other Reports

Franchisee shall supply to Franchisor on or before the fifteenth (15th) day of each month, the advertising activity report, and the proprietary advertising tracking sheet. (both of which are included in the Operations Manual). Franchisee shall also submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Operations Manual. Franchisor shall have the right to release financial and operational

information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer/Point-of-Sale System

Franchisee shall purchase from an approved supplier, install and use computer and point-of-sale systems consisting of hardware and software in accordance with Franchisor's specifications. Franchisee shall use the computer system to maintain its business records, customer information and sales and other financial information in a format that may be specified by Franchisor in the Operations Manual or by other written communication. Franchisor shall have full access to all of Franchisee's computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by law, whichever is lower). If the inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services and Suppliers

13.1.1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers. Accordingly, Franchisee shall provide, use or offer for sale at the Franchised Business only those products, supplies, signs, equipment and other items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that

comply with Franchisor's specifications and quality standards, and Franchisee shall use or offer for sale at the Franchise Business all such products, supplies, signs, equipment and other items and services that Franchisor requires in the Operations Manual or otherwise in writing. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services that Franchisor has not approved. In no event shall Franchisee (itself or an affiliated entity) offer or promote alcoholic beverages for sale or consumption at its MONSTER MINI GOLF® Business nor on or about the Approved Location without the express written approval of Franchisor (which Franchisor shall approve or deny in its sole and absolute discretion).

13.1.2 Franchisor shall provide Franchisee, in the Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any services or products that Franchisor has not approved (for services and products that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications or samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisor will decide within a reasonable time (usually thirty (30) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.3 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

13.1.4 Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

13.1.5 Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2 Appearance and Condition of the Franchised Business

Franchisee shall maintain the Franchised Business and the Approved Location (including the adjacent public areas) in a clean, orderly, and "like new" condition, and shall make such additions, alterations, repairs and replacements (but no others without Franchisor's prior consent) as may be required for that purpose, including but not limited to such periodic repairs or replacement of fixtures and signage as necessary to comply with the health and safety standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2. At Franchisor's request, but no more than once every four (4) years, unless sooner required by Franchisee's lease, Franchisee shall refurbish the Franchised Business and the Approved Location to conform to the Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, size, color, trade dress, presentation of the Marks, fixtures, and services. Such refurbishments may include structural changes, installations of new equipment, remodeling, redecoration and modification to existing improvements.

13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4 Days and Hours of Operation

Franchisee shall keep the Franchised Business open for at least the minimum days and hours specified by Franchisor in the Operations Manual. Franchisee may keep the Franchised Business open for additional days/holidays/etc. and hours so long as it complies with the terms of its lease and all applicable laws, codes, ordinances and regulations.

13.5 Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.6 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after the earlier of (a) Franchisee's actual knowledge of such action or proceeding, or (b) Franchisee's receipt of service of process, summons, or other written notification of such action or proceeding. Franchisee shall deliver to Franchisor

not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.7 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Business pursuant to this Section.

13.8 Uniforms

Franchisee shall abide by any uniform requirements stated in the Operations Manual or otherwise. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.9 Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers. Franchisee shall use its best efforts to protect customers against a cyber-event, identity theft, or theft of personal information. Franchisee must at all times be in compliance with (a) the Payment Card Industry Data Security Standards ("PCI DSS") (as they may be modified from time to time or as successor standards are adopted), (b) the Fair and Accurate Credit Transactions Act ("FACTA");(c) regional, national, and local laws and regulations relating to data and personal privacy, data security, security breaches, and electronic payments, (d) the operating rules and regulations of all credit card, debit card and/or ACH processors and networks that are utilized in the Franchised Business, and (e) Franchisor's security policies and guidelines, all as may be amended from time to time.

13.10 Customer Surveys

Franchisor reserves the right to establish reasonable customer satisfaction standards and a scoring system for customer satisfaction ratings as prescribed from time to time in the Operations Manual or otherwise in writing, based on customer surveys conducted by Franchisor or its designee. Franchisee shall continuously maintain acceptable customer satisfaction ratings (as reasonably determined by Franchisor and described in the Operations Manual or otherwise in writing) throughout the term hereof. Franchisee acknowledges and agrees that its maintenance of such customer satisfaction ratings throughout the term hereof is a material obligation of Franchisee hereunder

13.11 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, online message boards and other methods with respect to planning, opening and operating the Franchised Business. Franchisor shall not charge for this service, however, Franchisor retains the right to refuse or charge a fee for this service should Franchisor deem Franchisee to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating MONSTER MINI GOLF® Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee has the sole right to determine the prices to be charged by the Franchised Business.

14.2 Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may evaluate Franchisee on its compliance with the System and prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business, and any deficiencies detailed in the report must be addressed in a timely manner. If the franchisee receives a failing grade on any such evaluation, it shall constitute a default subject to cure pursuant to Section 16.2.2 and 16.2.2.2 of this Agreement. A copy of any written report may be provided to Franchisee. If no report is prepared Franchisor will notify Franchisee in writing of any deficiencies that are subject to cure and an opportunity to cure the deficiencies. Franchisee shall implement any required changes or improvements in a timely manner.

14.3 System Improvements

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

14.4 Marketing and Promotional Materials

Franchisor may periodically or upon request provide advertising and promotional materials including artwork, graphics, brochures fliers and other materials to Franchisee for use in the operation of the Franchised Business.

14.5 Technology

Franchisor may, in its sole discretion, provide certain technologic products, support and/or services to franchisees from time to time. These services may, but will not necessarily, include (nor be limited to) streaming

music services, website and related maintenance, website hosting fees, cloud storage fees, e-learning, mobile application and other related technologies which Franchisor determines, in its sole discretion, is appropriate to provide. In exchange for the technologic services Franchisor provides, Franchisee shall pay Franchisor an annual Technology Fee as further set forth in Section 3.5. Franchisor reserves the right to increase (or decrease) this fee on an annual basis and, if Franchisor changes the fee, Franchisee will be notified at least thirty (30) days prior to the date on which the payment is due (currently, July 1st). The Technology Fee charged to Franchisee may exceed the actual costs Franchisor incurs for such expenses and may include charges for services Franchisor provides including administrative expenses, charges for costs Franchisor incurs on Franchisee's behalf and the costs that Franchisor incurs.

You acknowledge and agree that technology is dynamic and is not predictable and, as such, changes to the technologies we may require you to utilize for your Franchised Business will likely change during the term of this Agreement, as will the technologies we provide to you. From time to time, and in our sole discretion, in lieu of providing such services to you, we may require you to contract directly with certain designated third party suppliers for various technological services and support. You shall comply with all current and future standards and specifications we impose regarding technology for your Franchised Business.

15. INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) or, if higher, the statutory minimum limit as required by state law;

15.1.3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of TWO MILLION DOLLARS ($2,000,000.00) per occurrence or, if higher, the statutory minimum limit required by state law;

15.1.4 automobile liability insurance for owned or hired vehicles, with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000.00) or, if higher, the statutory minimum limit required by state law; and

15.1.5 such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.2.

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

15.4 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.2. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

If Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.2 Termination by Franchisor

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1 fails to establish and equip the Franchised Business pursuant to Section 5;

16.2.2 fails, or its Designated Manager fails, to satisfactorily complete any training program pursuant to Section 8;

16.2.3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.4 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.5 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Operations Manual or any other Confidential Information;

16.2.6 abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.7 surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.8 fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.9 submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.10 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.11 misuses or makes an unauthorized or improper use of any of the Marks or any other identifying characteristics of the System, or otherwise commits any other act which can reasonably be expected to impair the goodwill associated therewith or Franchisor's rights therein; or if Franchisee fails to utilize the Marks solely in the manner and for the purposes Franchisor directs;

16.2.12 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fund

Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.13 continues to violate any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.14 engages in the sale or promotion of, or otherwise knowingly permits the consumption of, alcoholic beverages at or about the Franchised Business (without having received Franchisor's express written approval in advance to do so);

16.2.15 engages in any activity exclusively reserved to Franchisor;

16.2.16 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.17 repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Operations Manual, whether or not previous breaches or failures are cured;

16.2.18 defaults under any other agreement between Franchisor (or any of its Affiliates) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.19 fails to obtain the requisite financing for the Franchised Business within sixty (60) days after the Effective Date of this Agreement;

16.2.20 fails to select a site for the Franchised Business, which is approved by Franchisor in accordance with Section 5.1, within one hundred twenty (120) days after the Effective Date of this Agreement, and such time period is not extended;

16.2.21 fails to obtain a duly executed lease that we have approved for an approved site for your Franchised Business within one hundred and eighty (180) days after the Effective Date of this Agreement, and such rime period is not extended by us in our sole discretion;

16.2.22 fails to comply with Franchisor's Social Media Guidelines within twenty-four (24) hours after being given notice of noncompliance, or fails or refuses to make Franchisor owner of, or provide Franchisor administrative access to, each website or social media account affiliated with the Franchised Business; or

16.2.23 fails, refuses, or neglects on two (2) or more separate occasions within any period of twelve (12) consecutive months to obtain Franchisor's prior written approval or consent as required by this Agreement.

16.2.24 Except as otherwise provided in Section 16.2, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.25 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor; or

16.2.26 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Operations Manual or otherwise prescribed in writing.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1 immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 cease to use the Trade Secrets, other Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

17.1.3 upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "MONSTER MINI GOLF®" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 pay all sums owing to Franchisor and its Affiliate(s), which may include, but not be limited to, unpaid Royalty Fees and Marketing Fund Contributions;

17.1.6 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor to enforce the terms of this Agreement, including, but not limited to, furnishing notices of default

or termination, conducting audits or inspections, and successfully obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.7 immediately return to Franchisor the Operations Manual and all other materials containing Trade Secrets, including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

17.1.8 assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.9 comply with all other applicable provisions of this Agreement.

17.2 Post-Termination Covenant Not to Compete

Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1 to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.2 to induce Franchisor to grant a Franchise to Franchisee; and

17.2.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of three (3) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.4 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a thirty (30) mile radius of the Approved Location, or (b) within a thirty (30) mile radius of the location of any other MONSTER MINI GOLF® Business in existence at the time of termination or expiration; or

17.2.5 solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.2.6 In furtherance of this Section, Franchisor has the right to require Franchisee and any holder of a legal or beneficial interest in Franchisee, and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee who have access to Franchisor's Confidential Information to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit B.

Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 17.2, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Section 17 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business, including leasehold improvements, equipment, supplies and other inventory, at their fair market value. If Franchisor and Franchisee are unable to agree as to a purchase price, the fair market value shall be determined by an independent, licensed appraiser selected by Franchisor whose appraisal shall be conclusive. The cost of the appraiser shall be shared equally by Franchisor and Franchisee. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of

Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor, which shall not be unreasonably withheld or delayed. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1 Franchisee has complied with the requirements set forth in Section 19;

18.2.2 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3 within the time specified by Franchisor, Franchisee, or Transferee if with Franchisor's express permission, at its expense, shall refurbish the Franchised Business and the Approved Location as necessary, to conform the Franchised Business to Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, size, color, trade dress, presentation of the Marks, fixtures, and services.

18.2.4 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit A, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners and employees, in their corporate and individual capacities including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.5 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.6 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.7 the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit A, of any and all claims against Franchisor and its officers, directors, shareholders,

managers, members, partners, owners and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.8 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.9 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS ($9,500.00);

18.2.10 the transferee, or all holders of a legal or beneficial interest in the transferee of twenty percent (20%) or greater, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term;

18.2.11 Franchisee remains liable for all of the obligations to Franchisor in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments Franchisor reasonably requests to evidence such liability;

18.2.12 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.13 Franchisee has, and if Franchisee is an entity, all holders of a legal or beneficial interest in Franchisee of twenty percent (20%) or greater, have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit B; and

18.2.14 the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8 prior to assuming the management of the day-to-day operation of the Franchised Business.

In the case of a transfer to a legal entity formed by Franchisee for the convenience of ownership, which does not include a change in control, Franchisee shall not be required to pay the transfer fee in Section 18.2.8., but Franchisee shall reimburse Franchisor for its costs and expenses as a result of such transfer, including, but not limited to, reasonable attorneys' fees.

18.3 Transfer to a Controlled Entity

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the transferee shall be required to pay a transfer fee as required pursuant to Section 18.2.9;

18.3.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.7 copies of the Controlled Entity's articles of incorporation, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.8 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.9 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5 For-Sale Advertising

Franchisee shall not, without the prior written consent of Franchisor, which shall not be unreasonably withheld or delayed, place in, on or upon the location of the Franchised Business, or in any

communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6 Transfer by Death or Incapacity

Upon the death or incapacity (as determined by a court of competent jurisdiction) of any individual franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

19. ***RIGHT OF FIRST REFUSAL***

19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2 Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this right of first refusal within thirty (30) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

20. ***BENEFICIAL OWNERS OF FRANCHISEE***

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit D as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, joint employer, partner, employee, subsidiary, or servant of Franchisor for any purpose whatsoever. This Agreement does not establish a fiduciary relationship between the parties. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone. Notwithstanding any other provision of this Agreement, Franchisee acknowledges and agrees that Franchisee has the sole authority, and that it is Franchisee's sole obligation under this Agreement, to make all personnel and employment decisions for the Franchised Business, including, without limitation, decisions related to hiring, training, firing, discharging and disciplining employees, and to supervising Franchisee's employees, setting their wages, hours of employment, record-keeping, and any benefits, and that Franchisor shall have no direct or indirect authority or control over any employment-related matters for Franchisee's employees. Franchisee shall require each of its employees to acknowledge in writing that Franchisee (and not Franchisor) is the employer of such employee.

21.2 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, its Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets.

21.3 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has

the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

22. GENERAL CONDITIONS AND PROVISIONS

22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 ,and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated.

22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

Monster Entertainment, LLC
230 East W.T. Harris Blvd. Suite C-4
Charlotte, NC 28262 (702) 583-6161
Attn: President

All notices required by this Agreement shall be sent to Franchisee at the following address:

_____

_____

Attn: _____

Fax: _____

22.4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

22.5 Guaranty and Assumption of Obligations

If Franchisee is a corporation, all officers and shareholders, or, if Franchisee is a partnership, all of its general partners, or, if Franchisee is a limited liability company, all its members, shall approve this Agreement, permit Franchisee to furnish the financial information required by Franchisor, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the MONSTER MINI GOLF® BUSINESS and limitations on their rights to compete, and sign separately a Guaranty and Assumption of Obligations Agreement, guaranteeing Franchisee's payments and performance hereunder. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, the spouse of any or all of the individuals indicated in the preceding sentence may be asked to sign the Guaranty and Assumption of Obligations Agreement. Our form of Guaranty and Assumption of Obligations Agreement appears as Exhibit C to this Agreement.

22.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing, which shall not be unreasonably withheld or delayed. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

22.7 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's Monster Entertainment, LLC Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or

otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties. If Franchisee and/or the Franchised Business is located in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin, then no statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

22.8 Severability and Modification

22.8.1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2 Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or on competition to the maximum extent provided or permitted by law.

22.9 Construction

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

22.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 Timing

Time is of the essence; except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

23. DISPUTE RESOLUTION

23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina or, if Monster Entertainment, LLC relocates is headquarters to another state, the law of that state shall apply (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

23.2 Consent to Jurisdiction

Any action brought by either party, except those claims required to be submitted to arbitration, shall be brought in the appropriate state or federal court located in or serving Mecklenburg County, North Carolina (or, if Monster Entertainment LLC's headquarters subsequently move to a location outside of Mecklenburg, North Carolina, such other state or federal court for the district within which the new headquarters is located, or if such court lacks subject matter jurisdiction, such state court for the district within which the new headquarters is located). The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. The parties hereby submit to service of process by registered mail, return receipt requested or by any other manner provided by law. Claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4 Limitations of Claims

Any claim concerning the Franchised Business or this Agreement or any related agreement shall be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each shall be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement.

23.6 WAIVER OF JURY TRIAL

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.7 NO CLASS ACTIONS.

NEITHER FRANCHISEE NOR FRANCHISOR SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE

SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND FRANCHISOR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR FRANCHISOR, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

23.8 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets and except for claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Nevada, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings shall be held by a single arbitrator agreed upon by the parties or otherwise appointed by the Superior Court for the State of Nevada and located in or serving Nevada. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

24. ACKNOWLEDGMENTS

24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received an exact copy of this Agreement and its exhibits at least five (5) business days prior to the date on which this Agreement was executed. Franchisee further represents and acknowledges that it has received, at least ten (10) business days prior to the date on which this Agreement was executed, the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a MONSTER MINI GOLF® Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by Franchisor's directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

24.7 Execution of Agreement

This Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

MONSTER ENTERTAINMENT, LLC:

By:_____

Name:_____

Title:_____

FRANCHISEE:_____
(type/print name)

By:_____

Name:_____

Title:_____

[or, if an individual]

Signed:_____

Name printed:_____

EXHIBIT A TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____ _____, in consideration of:

_____ the execution by Monster Entertainment, LLC ("RELEASEE") of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

_____ RELEASEE'S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE,

and other good and valuable consideration, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders and employees (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

This General Release may be executed in duplicate, and each copy so executed shall be deemed an original. This Release may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Release transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Release. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Release shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:_____
(type/print name)
By:_____

Name:_____

Title:_____

(or, if an individual)

Signed:_____

Name printed:_____

ACKNOWLEDGMENT

State of _____)
) ss
County of_____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ (NOTARIAL SEAL)

Notary Public
My Commission expires:

EXHIBIT B TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ____ day of _____, 20____, is by and between _____, ("Franchisee") (d/b/a a MONSTER MINI GOLF® Franchise) and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Monster Entertainment, LLC Franchise Agreement ("Franchise Agreement") by and between Franchisee and Monster Entertainment, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such Trade Secrets or other Confidential Information to compete against Company, Franchisee or any other franchisee of Company in the same or a similar business ("Competitive Business") now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. **Proprietary Information**.

Individual acknowledges that Franchisee possesses and shall continue to possess Trade Secrets and other Confidential Information that are important to its business. For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) related to or used in MONSTER MINI GOLF® Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For the purposes of this Agreement "Confidential Information" means technical and non-technical information not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information. Any information expressly designated by Company as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in

respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure.

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information.

b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future employer to the extent deemed necessary by Franchisee for protection of Franchisee's rights hereunder and regardless of whether Individual becomes an investor, partner, joint venturer, broker, distributor or the like in the MONSTER MINI GOLF® System.

3. Non-Competition.

a) During the period Individual owns any interest in Franchisee or is employed (as an employee or consultant) by Franchisee and for three (3) years thereafter, Individual shall not, directly or indirectly, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within: (1) thirty (30) miles of Franchisee's Approved Location as described in the Franchise Agreement; or (2) thirty (30) miles of any MONSTER MINI GOLF® Business wherever located, without the express written consent of Franchisee. "Competitive Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) miniature golf, bowling, laser tag, laser maze, ropes course, arcade games (including virtual reality), ax throwing, escape rooms, bumper cars, boardwalk style rides or amusements, or other recreational or entertainment activities or services the same as or similar to those provided by, or of the type that could be provided by, MONSTER MINI GOLF® Businesses in which Trade Secrets or other Confidential Information could be used to the disadvantage of Company or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (i) any business operated under a Franchise Agreement with Company, or (ii) any business operated by a publicly held entity in which Individual owns less than a five percent (5%) legal or beneficial interest. For the avoidance of doubt, a business shall be deemed to "offer" the activities or services listed above regardless of how significant such offering is to the overall business or regardless of how much revenue the business derives from such offering.

b) During the period Individual owns any interest in Franchisee or is employed (as an employee or consultant) by Franchisee and for two (2) years thereafter, Individual shall not (i) solicit or otherwise attempt to induce or influence any customer of Franchisee to terminate or modify his, her or its business relationship with Franchisee or the Company; or (ii) solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee to terminate or modify his, her or its business relationship with Franchisee or to compete against Franchisee or the Company.

4. Miscellaneous.

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between

Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) If one (1) or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

c) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. The Company is a third-party beneficiary and has the independent right to enforce this Agreement.

d) Individual shall reimburse Franchisee for any and all costs and attorney fees incurred by Franchisee in the enforcement of the terms of this Agreement.

e) The failure of either party to insist in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

f) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

g) If Individual and/or Individual's franchised MONSTER MINI GOLF® business is located in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin, then: no statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS OTHER THAN THOSE MADE HEREIN HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

This Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

WITNESS:

Franchisee

_____

By:_____

Its:_____

Individual

Signature:_____

Printed Name:_____

EXHIBIT C TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this ____ day of ____, 20____, by: _____, _____, _____, and _____ ("Guarantors").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith ("Agreement") by Monster Entertainment, LLC ("Franchisor"), each of the undersigned Guarantors hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement.

Upon demand by Franchisor, the Guarantors will immediately make each payment to Franchisor required of Franchisee under the Agreement. The Guarantors hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the Guarantors under this Guaranty, Franchisor may, without notice to the Guarantors, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement.

The Guarantors hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees, costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The Guarantors hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 7 and 17.2 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement or upon the transfer or assignment of the Agreement by Franchisee, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination, expiration, transfer, or assignment of the Agreement shall remain in full force and effect until satisfied or discharged by the Guarantors, and all covenants which by their terms continue in force after the termination, expiration, transfer, or assignment of the Agreement shall remain in force according to their terms. This Guarantee shall not terminate upon the transfer or assignment of the Agreement or this Guarantee by Franchisor. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with the laws of the State of Nevada. The Guarantors agree that the dispute resolution and legal fee provisions in Section 23 of the Agreement are hereby incorporated into this Guarantee by reference, and references to Franchisee and the Franchise Agreement therein shall be deemed to apply to the Guarantors and this Guarantee, respectively, herein.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be delivered to the addresses listed below the signatures of this Guaranty in accordance with terms of Section 22.3 of the Agreement.

This Guaranty may be executed in duplicate, and each copy so executed shall be deemed an original. This Guaranty may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Guaranty transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Guaranty. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Guaranty shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

EXHIBIT D TO THE FRANCHISE AGREEMENT

HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS; DIRECTORS

Holders of Legal or Beneficial Interest	Percentage of Ownership	Position/Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Officers and Directors	Position/Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT E TO THE FRANCHISE AGREEMENT

MAP OR DESCRIPTION OF PROTECTED TERRITORY

EXHIBIT F TO THE FRANCHISE AGREEMENT

STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
MONSTER ENTERTAINMENT, LLC
FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Monster Entertainment, LLC and _____.

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Monster Entertainment, LLC is amended as follows:

- Section 3.1 of the Franchise Agreement is amended to add the following language:

  California's Department of Financial Protection & Innovation requires us to defer payment of the Initial Franchise Fee and all other initial fees owed by you until we have satisfied our pre-opening obligations to you.

- The California Franchise Relations Act provides rights to the Franchisee concerning termination or non-renewal of the Franchise Agreement that may supersede provisions in the Franchise Agreement, specifically Sections 4.2 and 16.2.

- Section 16.2.10, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

- New Section 17.6 shall be inserted into the Franchise Agreement and states as follows:

  If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and acknowledge that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including attorneys' fees and costs.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.

- Section 23.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 23.8 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

- This Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MONSTER ENTERTAINMENT, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
MONSTER ENTERTAINMENT, LLC
FOR THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MONSTER ENTERTAINMENT, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT
MONSTER ENTERTAINMENT, LLC
FOR THE STATE OF NEW YORK

This Addendum to the Franchise Disclosure Document and the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Monster Entertainment, LLC and _____.

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

25. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought

by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

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

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 *et seq.*), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MONSTER ENTERTAINMENT, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
MONSTER ENTERTAINMENT, LLC
FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Monster Entertainment, LLC and _____
_____.

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for Monster Entertainment, LLC is amended as follows:

- Sections 4.2.9, 8.3 and 18.2.3 require Franchisee to sign a general release as a condition of renewal, termination and transfer of the franchise; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.

- Sections 23 and 23.2 are amended to state that restricting jurisdiction or venue to a forum outside the state of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

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

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MONSTER ENTERTAINMENT, LLC:	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
MONSTER ENTERTAINMENT, LLC
FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between Monster Entertainment, LLC and _____
to amend and revise said Franchise Agreement as follows:

- Section 16.2.10, which terminates the Franchise Agreement upon the bankruptcy of the Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MONSTER ENTERTAINMENT, LLC:

By: _____

Title: _____

Franchisee: _____

By: _____

Title: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
FINANCIAL STATEMENTS

MONSTER ENTERTAINMENT, LLC

AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED
DECEMBER 31, 2025 AND 2024

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James D. Laing, CPA, JD, MBA, MSA

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Danielle Lyons, MSA
Jennifer Welling
William Dobbing
Lillian Samayoa

INDEPENDENT AUDITOR'S REPORT

To the Members
Monster Entertainment, LLC
Charlotte, North Carolina

Opinion

We have audited the accompanying financial statements of Monster Entertainment, LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional

procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Atwell Pann & Associates Ltd

March 24, 2026

MONSTER ENTERTAINMENT, LLC

BALANCE SHEETS
AS OF DECEMBER 31, 2025 AND 2024

ASSETS

	2025	2024
CURRENT ASSETS		
Cash and cash equivalents	$ 212,258	$ 164,411
Accounts receivable	21,065	46,596
Prepaid expenses	8,280	7,265
Total current assets	241,603	218,272
PROPERTY AND EQUIPMENT, NET	1,124	1,573
OTHER ASSETS		
Franchise rights	177,935	177,935
Software development costs	133,754	-
Loans receivable - related parties	1,146,715	1,165,815
Total other assets	1,458,404	1,343,750
TOTAL ASSETS	$ 1,701,131	$ 1,563,595

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$ 31,273	$ 35,519
Accrued expenses	223,917	181,486
Deferred revenue	965,000	412,500
Total current liabilities	1,220,190	629,505
MEMBERS' EQUITY		
Members' equity	480,941	934,090
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,701,131	$ 1,563,595

See accompanying notes to financial statements

MONSTER ENTERTAINMENT, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
REVENUE		
Royalties	$ 2,233,533	$ 2,015,632
Franchise fees	142,500	-
TOTAL REVENUE	2,376,033	2,015,632
GENERAL AND ADMINISTRATIVE EXPENSES	1,535,922	777,680
INCOME FROM OPERATIONS	840,111	1,237,952
OTHER INCOME (EXPENSES):		
Interest income	187	15
Interest expense	(1,329)	-
Currency exchange loss	(3,392)	(1,389)
Total other income (expenses)	(4,534)	(1,374)
INCOME BEFORE TAXES	835,577	1,236,578
INCOME TAXES	154,492	228,695
NET INCOME	681,085	1,007,883
MEMBERS' EQUITY, BEGINNING OF YEAR	934,090	1,029,911
MEMBERS' DISTRIBUTIONS	(1,134,234)	(1,103,704)
MEMBERS' EQUITY, END OF YEAR	$ 480,941	$ 934,090

See accompanying notes to financial statements

MONSTER ENTERTAINMENT, LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 681,085	$ 1,007,883
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	449	449
(Increase) decrease in:		
Accounts receivable	25,531	(18,899)
Prepaid expenses	(1,015)	(7,265)
Increase (decrease) in:		
Accounts payable	(4,246)	(33,180)
Accrued expenses	42,431	(96,831)
Deferred revenue	552,500	140,000
Net cash provided by operating activities	1,296,735	992,157
CASH FLOWS FROM INVESTING ACTIVITIES		
Principal repayments of related-party loans	108,802	-
Disbursements of related-party loans	(89,703)	(108,802)
Capitalized internal-use software development costs	(133,754)	-
Net cash provided by used in investing activities	(114,655)	(108,802)
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distributions	(1,134,234)	(1,103,704)
Net cash used in financing activities	(1,134,234)	(1,103,704)
Net increase (decrease) in cash and cash equivalents	47,846	(220,348)
Cash and cash equivalents at beginning of year	164,412	384,760
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 212,258	$ 164,412
SUPPLEMENTAL INFORMATION:		
Interest Paid	$ 1,329	$ -
Taxes Paid	$ 109,592	$ 82,038

See accompanying notes to financial statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Organization –

Monster Entertainment, LLC (the Company) is based in Las Vegas, Nevada, and began operations on March 3, 2005. The Company licenses indoor miniature golf franchises throughout the United States. Under the franchise agreement, the initial term is five years from the date the agreement is signed. The agreement is then renewable for three consecutive five-year intervals. There were thirty-nine and thirty locations in operation as of December 31, 2025 and 2024, respectively. The Company does not own any of these locations.

On January 3, 2024, the founders and former owners of the Company sold their entire membership interest in the Company to Multiplying Monsters Corp., a Nevada corporation having a principal place of business at 230 E WT Harris Blvd Charlotte, NC 28062, for $6,874,999. As per provisions of the membership interest purchase agreement (MIPA), the buyer purchased and acquired the membership interests from sellers, free and clear of all liens, pledges, encumbrances, charges and claims. Accordingly, the former owners fully paid all outstanding EIDL, PPP, SBA, and any other outstanding loans of the Company.

Basis of presentation –

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America, on the accrual basis of accounting, and have been consistently applied in the preparation of the financial statements.

In prior years, the Company has provided consolidated financials that included various affiliates. However, beginning with the issuance of the 2019 Franchise Disclosure Document (FDD), and as permitted by applicable law which does not require the inclusion of affiliates unless an affiliate unconditionally guarantees obligations of the franchisor, the Company will no longer provide consolidated financial statements that include its affiliates. Accordingly, the 2025 and 2024 financial statements presented herein are solely for Monster Entertainment, LLC.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (CONTINUED)

Cash and cash equivalents –

The Company considers all cash and other highly liquid investments with initial maturities of three months or less to be cash and cash equivalents. Bank deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to a limit of $250,000. At times during the year, the Company could maintain cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

Accounts receivable –

Amounts included in accounts receivable consist of royalty payments earned but not yet collected, net of an allowance for credit losses. The allowance is estimated from historical performance and projections of trends. As a result, accounts receivable on the accompanying financial statements is shown net of an allowance for credit losses. Accounts receivable are generally on a short-term basis and do not bear interest.

Collections from franchisees are continuously monitored and an allowance for credit losses is maintained based on historical experience adjusted for current conditions and reasonable forecasts taking into account geographical and industry-specific economic factors. The Company also considers any specific customer collection issues. Since the Company's trade receivables are largely similar, the Company evaluates its allowance for credit losses as one portfolio segment. At origination, the Company evaluates credit risk based on a variety of credit quality factors including prior payment experience, franchisee financial information, existing and future economic conditions, and other internal metrics.

On a continuing basis, data for each franchisee is regularly reviewed based on past-due status to evaluate the adequacy of the allowance for credit losses; actual write-offs are charged against the allowance. Based on management's analysis, the expected credit loss expense does not have a material effect on the financial statements as a whole.

Property and equipment –

Property and equipment are capitalized and stated at cost. Property and equipment are depreciated or amortized on a straight-line basis over the estimated useful lives of the related assets, generally three to five years

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (CONTINUED)

Property and equipment (continued) –

for equipment. The cost of maintenance and repairs is recorded as expenses are incurred.

Impairment of long-lived assets –

The Company periodically reviews its long-lived assets for impairment and has determined that no adjustment to the carrying value is required.

Revenue recognition –

Revenue from contracts with customers

The Company's primary revenues from contracts with customers are royalty fees and franchise fees, which are accounted for in accordance with ASC 606, Revenue from Contracts with Customers.

Franchise agreements generally provide the franchisee with the right to construct, own and operate a miniature golf course under the Company's brand (a "franchise") at a site accepted by the Company. Franchise agreements typically have an initial term of five years, with options to renew for up to three additional five-year terms, subject to specified conditions.

Initial franchise fees are paid upon signing of the franchise agreement. Franchise fees are allocated to the franchise license and recognized as revenue over the initial term of the franchise agreement, as the franchisee simultaneously receives and consumes the benefits of the license over that period. Franchise fees collected in advance of recognition are recorded as deferred revenue. Deferred revenue totaled $965,000 and $412,500 as of December 31, 2025 and 2024, respectively.

Royalty fees are based on a stated percentage of each franchisee's gross sales, as specified in the franchise agreement. Once a franchise is opened, the Company earns royalty income at a rate of 7% of the franchisee's revenue. Royalties are generally billed weekly and are due within the month following the month in which the underlying sales occur. Royalty income is recognized in the period in which the underlying franchisee sales occur and when collection is reasonably assured, consistent with the sales-based royalty guidance in ASC 606.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (CONTINUED)

Revenue recognition (continued) –

Revenue from contracts with customers (continued)

Under the franchise agreements, franchisees are also required to make contributions to a marketing fund based on a percentage of gross sales. These amounts are collected by the Company and are restricted for use in advertising and promotional activities for the benefit of the franchise system. Because the Company acts in a fiduciary or agency capacity with respect to these funds, marketing fund contributions are not reported as revenue.

Amounts collected and not yet spent are recorded as an accrued expense, and related marketing expenditures are charged against the accrued expense.

Advertising and marketing –

The Company expenses advertising costs as incurred. Franchise locations contribute to advertising funds managed by the Company at a rate of 2% of sales. Under the Company's franchise agreements, royalty fees received from franchisees must be spent on advertising, marketing and related activities, and result in no revenue recognized by the Company. Advertising expense, net of 2% of sales franchisee contributions, was $68,753 and $68,766 for the years ended December 31, 2025 and 2024, respectively.

Income taxes –

Effective January 3, 2024, the Company became a single-member limited liability company wholly owned by Multiplying Monsters Corp. and is disregarded as an entity separate from its owner for U.S. federal and applicable state income tax purposes. Accordingly, the Company's taxable income and other tax attributes are included in the consolidated U.S. federal and state corporate income tax returns of Multiplying Monsters Corp., which files Form 1120.

The Company records an allocation of consolidated income tax expense in its financial statements in accordance with ASC 740. The allocation of income tax expense (benefit) to the Company is based on the Company's stand-alone pre-tax income (loss) and the statutory tax rates in the jurisdictions in which the Company operates, as if the Company were filing

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (CONTINUED)

Income taxes (continued) –

separate returns, adjusted for items that are required to be recorded only at the consolidated level.

For the years ended December 31, 2025 and 2024, the Company recognized income tax expense of $154,492 and $228,695, respectively, all of which relates to its allocated share of the consolidated current tax provision of Multiplying Monsters Corp. No separate deferred tax assets or liabilities have been recognized in the Company's financial statements because any such amounts are recorded at the consolidated level and the impact of recording separate current and deferred tax balances at the Company level was determined to be immaterial.

The Company was previously taxed as an S corporation. As an S corporation, the Company generally was not subject to U.S. federal or state income taxes, and its taxable income, deductions and credits were passed through to and reported by its shareholders. Accordingly, no provision for federal or state income taxes has been reflected in the accompanying financial statements for periods prior to the termination of the S corporation election.

Uncertain tax positions –

The Company applies the provisions of ASC 740 related to accounting for uncertainty in income taxes. The Company evaluates income tax positions taken or expected to be taken in the consolidated income tax returns of Multiplying Monsters Corp. and recognizes a liability for uncertain tax positions when it is more likely than not, based on the technical merits of the position, that the position will not be sustained upon examination.

As of December 31, 2025 and 2024, management has evaluated the Company's tax positions, including those related to its change in tax status, built-in gains and state nexus, and concluded that there are no uncertain tax positions requiring recognition or disclosure in the Company's financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (CONTINUED)

Uncertain tax positions (Continued) –

Through inclusion in the consolidated returns of Multiplying Monsters Corp., the Company is subject to examination by U.S. federal and state taxing authorities. In general, U.S. federal income tax returns for tax years 2022 through 2025 and various state income tax returns for tax years 2021 through 2025 remain open to examination as of December 31, 2025; statutes of limitations in specific jurisdictions may vary.

Tax Sharing Arrangement -

The Company is included in a consolidated U.S. federal income tax return with a related party, Twisted Toybox, LLC ("Twisted"). Pursuant to a tax sharing arrangement, the consolidated income tax liability is paid by the Company. Income tax expense is allocated to the Company and Twisted on a separate-return basis, adjusted as appropriate for the tax effects of items included in consolidated taxable income. The portion of the consolidated income tax liability attributable to the taxable income of Twisted is charged to Twisted and recorded by the Company as an intercompany receivable (presented as a loan receivable from related party) until settled. Amounts due from or to Twisted under this arrangement are included in due from related party or due to related party in the accompanying balance sheets. See Note 5 for a breakdown of tax-related costs that constitute the loan receivable. The principal provisions of the tax allocation method and related intercompany balances are in accordance with ASC 740-10-50-17 and the Company's tax sharing agreement.

Use of estimates –

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

Reclassification –

Certain prior period amounts have been reclassified to conform to the current period presentation. These reclassifications had no effect on previously reported net income, total assets, total liabilities, or members' equity.

2. FRANCHISE RIGHTS

The Company paid $177,935 for the acquisition of a franchise program. This asset has an indefinite life and is not subject to amortization, however, when events or changes in circumstances indicate that such asset may be impaired, an evaluation is performed by measuring the estimated future and undiscounted cash flows associated with the asset to the asset's carrying amount to determine if a write-down to fair value is required. If impairment is present, the asset is reported at the lower of cost or fair value. As of December 31, 2025 and 2024, management determined that no such impairment was required.

3. PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2025 and 2024 consisted of the following:

	2025	2024
Equipment	$ 16,179	$ 16,179
Furniture and fixtures	2,247	2,247
Total property and equipment	18,426	18,426
Less: Accumulated depreciation	17,302	16,853
Net property and equipment	$ 1,124	$ 1,573

Depreciation expense totaled $449 for both years ended December 31, 2025 and 2024.

4. SOFTWARE DEVELOPMENT COSTS

In 2025, the Company incurred costs to develop a proprietary mobile application to be used across its franchised mini golf locations. The application is intended to provide mini golf scoring, marketing notifications, e-commerce functionality (including promotions and party booking), waitlist features, and other customer engagement tools for use by franchise locations. In accordance with ASC 350-40, *Intangibles—Goodwill and Other—Internal-Use Software*, the Company capitalized $133,754 of costs incurred during the application development stage, consisting primarily of third-party development services and related costs directly associated with the project.

4. SOFTWARE DEVELOPMENT COSTS (CONTINUED)

The software was not placed into service as of December 31, 2025. Software development costs are reported as other assets in the accompanying balance sheets as of December 31, 2025 and 2024.

5. RELATED PARTY TRANSACTIONS

The Company had loans with various entities related by common ownership. The loan balances consisted of non-interest-bearing loans that are due upon demand. On January 3, 2024, the loans were fully repaid by the former members of the Company in accordance with the provisions of the membership interest purchase agreement (MIPA).

In 2023, the Company loaned money to its parent company, Multiplying Monsters Corp to finance the MIPA. The loan balance consists of a non-interest-bearing loan, and it is due upon demand. As of December 31, 2025, the outstanding balance on the loan was $1,057,012.

The Company loans funds to Twisted to cover costs associated with intercompany payroll and income tax expense. The balance of the loan on December 31, 2024 was $108,803 and was paid in full in 2025. Twisted incurred additional costs in 2025 which consisted of $32,082 of federal tax, $3,043 of state tax, and $54,578 of shared payroll costs. As of December 31, 2025, the outstanding balance on the loan was $89,703.

6. SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure through March 24, 2026, which is the date these financial statements were available to be issued.

On October 17, 2025, Electronic Scripting Products, Inc. (“ESPi”) filed a patent infringement lawsuit against the Company and one of its franchisees relating to certain virtual reality headsets used at a franchised location. Management, after consultation with legal counsel, believes that the likelihood of an unfavorable outcome is low and that any loss, if incurred, is not expected to exceed approximately $40,000. Accordingly, no liability has been recorded in the accompanying financial statements, and the matter is disclosed as a nonrecognized subsequent event and loss contingency in accordance with ASC 855-10 and ASC 450-20.

MONSTER ENTERTAINMENT, LLC

SUPPLEMENTARY SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

GENERAL AND ADMINISTRATIVE EXPENSES	2025	2024
Franchise broker fees	$ 582,654	$ 94,533
Salaries and wages	448,042	388,090
Professional fees	129,147	63,210
Travel and entertainment	96,464	52,353
Employee benefits	91,765	6,715
Advertising	68,753	68,766
Payroll taxes	36,288	32,530
Insurance	20,600	25,828
Meals and entertainment	19,103	10,736
Office expenses	18,881	19,434
Bank fees	13,966	7,437
Franchise fees	5,240	2,420
Utilities	3,870	4,253
Licenses and permits	700	926
Depreciation	449	449
Total general and administrative expenses	$ 1,535,922	$ 777,680

PRINCIPAL
Gregory A. Porcaro, CPA/ABV, MST, CFF
Richard W. Otrando, CPA (1984-2007)

MANAGERS
Nate M. Cote
Myles P. Levy, CPA, MPAc

ASSOCIATES
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Stanley F. Jarzombek, CPA, MBA, MST
Christian J. Dafonseca, MSA
Harrison Sailer, MBA
Robin J. Bosworth
Caleb Jeffrey
Cameron J. Burkhardt

To the Members of
Monster Entertainment, LLC
Providence, Rhode Island

February 21, 2025

Otrando, Porcaro & Associates, Ltd. consents to the use in the Franchise Disclosure Document issued by Monster Entertainment, LLC ("Franchisor") on February 21, 2025, as it may be amended, of our report dated February 21, 2025, relating to the financial statements of Franchisor for the period ended December 31, 2024.

OTRANDO, PORCARO & ASSOCIATES, LTD.
Certified Public Accountants
Warwick, Rhode Island

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OTRANDO PORCARO & ASSOCIATES

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INDEPENDENT AUDITORS' REPORT

To the Members of
Monster Entertainment, LLC
Huntersville, North Carolina

Opinion

We have audited the accompanying financial statements of Monster Entertainment, LLC, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monster Entertainment, LLC, as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures,

including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Strandt Pomm & Associates LLC

February 21, 2025

MONSTER ENTERTAINMENT, LLC

BALANCE SHEETS
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash	$ 164,411	$ 384,760
Accounts receivable, net of allowance for credit loss	46,596	27,697
Prepaid expense	7,265	0
Total current assets	218,272	412,457
PROPERTY AND EQUIPMENT, NET	1,573	2,022
OTHER ASSETS:		
Franchise rights	177,935	177,935
Loans receivable - related parties	1,165,815	1,057,013
Total other assets	1,343,750	1,234,948
TOTAL ASSETS	$ 1,563,595	$ 1,649,427
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 35,519	$ 68,699
Accrued expenses	171,883	278,317
Credit cards payable	9,603	0
Deferred revenue	412,500	272,500
Total current liabilities	629,505	619,516
TOTAL LIABILITIES	629,505	619,516
MEMBERS' EQUITY:		
Members' equity	934,090	1,029,911
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,563,595	$ 1,649,427

See Independent Auditors' Report and Accompanying Notes

MONSTER ENTERTAINMENT, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
For the years ended December 31, 2024 and 2023

	2024	2023
REVENUE:		
Royalties and other income	$ 2,015,632	$ 1,977,143
GROSS PROFIT	2,015,632	1,977,143
GENERAL AND ADMINISTRATIVE EXPENSES	777,680	852,882
INCOME FROM OPERATIONS	1,237,952	1,124,261
OTHER INCOME (EXPENSES):		
Interest income	15	39
Miscellaneous income	0	10,033
Currency exchange loss	(1,389)	(1,259)
Total other income (expenses)	(1,374)	8,813
INCOME BEFORE TAXES	1,236,578	1,133,074
INCOME TAXES	228,695	203,163
NET INCOME	1,007,883	929,911
MEMBERS' EQUITY, BEGINNING OF YEAR	1,029,911	574,268
MEMBERS' CONTRIBUTIONS	0	100,000
MEMBERS' DISTRIBUTIONS	(1,103,704)	(574,268)
MEMBERS' EQUITY, END OF YEAR	$ 934,090	$ 1,029,911

See Independent Auditors' Report and Accompanying Notes

MONSTER ENTERTAINMENT, LLC

STATEMENTS OF CASH FLOWS
For the years ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 1,007,883	$ 929,911
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	449	225
Changes in:		
Accounts receivable	(18,899)	(27,159)
Prepaid expense and other current assets	(7,265)	2,400
Accounts payable	(33,180)	(81,334)
Accrued expenses	(106,434)	(68,181)
Credit cards payable	9,603	0
Deferred revenue	140,000	223,825
Net cash provided by operating activities	992,157	979,687
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net change in property and equipment	0	37,846
Net change in related party loans	(108,802)	(607,120)
Net cash provided by (used in) investing activities	(108,802)	(569,274)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Members' distributions	(1,103,704)	(574,268)
Members' contributions	0	100,000
Payment on note payable	0	(150,000)
Net litigation settlement	0	(50,000)
Net cash used in financing activities	(1,103,704)	(674,268)
NET INCREASE (DECREASE) IN CASH	(220,349)	(263,855)
CASH AT BEGINNING OF YEAR	384,760	648,615
CASH AT END OF YEAR	$ 164,411	$ 384,760

See Independent Auditors' Report and Accompanying Notes

MONSTER ENTERTAINMENT, LLC

NOTES TO FINANCIAL STATEMENTS

For the years ended December 31, 2024 and 2023

NOTE 1 - NATURE OF BUSINESS:

Monster Entertainment, LLC (The Company) is based in Las Vegas, Nevada, and began operations on March 3, 2005. The Company licenses indoor miniature golf franchises throughout the United States. Under the franchise agreement, the initial term is five years from the date the agreement is signed. The agreement is then renewable for three consecutive five-year intervals. There were thirty and twenty-eight locations in operation as of December 31, 2024 and 2023, respectively. In 2024, the Company opened two locations. The Company does not own any of these locations.

On January 3, 2024, the founders and former owners of the Company sold their entire membership interest in the Company to Multiplying Monsters Corp., a Nevada corporation having a principal place of business at 11320 Grenfell Avenue, Huntersville, North Carolina 28078, for $6,874,999. As per provisions of the membership interest purchase agreement (MIPA), the buyer purchased and acquired the membership interests from sellers, free and clear of all liens, pledges, encumbrances, charges and claims. Accordingly, the former owners fully paid all outstanding EIDL, PPP, SBA, and any other outstanding loans of the Company.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

This summary of significant accounting policies of Monster Entertainment, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America, on the accrual basis of accounting, and have been consistently applied in the preparation of the financial statements.

In prior years, Monster Entertainment, LLC has provided consolidated financials that included various affiliates. However, beginning with the issuance of the 2019 Franchise Disclosure Document (FDD), and as permitted by applicable law which does not require the inclusion of affiliates unless an affiliate unconditionally guarantees obligations of the franchisor, Monster Entertainment, LLC will no longer provide consolidated financial statements that include its affiliates. Accordingly, the 2024 and 2023 audit results shown herein are solely for Monster Entertainment, LLC.

Use of Estimates

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Recently adopted accounting standards

Credit Losses

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, and subsequent amendments to the initial guidance: ASU 2018-19, ASU 2019-04, ASU 2019-05, ASU 2019-11, and ASU 2020-02 (collectively, Topic 326) using the modified retrospective approach. The Company has determined that the adoption of Topic 326 did not result in any material cumulative-effect adjustment to retained earnings due to the recognition of expected credit losses on the Company's accounts receivable and contract assets. Under Topic 326, the Company measures expected credit losses of accounts receivable and contract assets using a simplified approach that requires the use of a lifetime expected credit loss allowance. The Company estimates the expected credit losses based on historical loss experience, adjusted for current and reasonable and supportable forecast conditions. The Company considers various factors, such as the aging of the receivables, customer creditworthiness, customer payment history, and economic trends, in estimating the expected credit losses. The Company reviews and updates the assumptions and estimates used to measure expected credit losses on a quarterly basis, or more frequently if conditions change.

Leases

Effective January 1, 2022, the Company retroactively changed its accounting methods for lease recognition as a result of implementing the requirements in the Financial Accounting Standards Board's ASU 2016-02, Leases - (Topic 842). This new standard, while still distinguishing between finance leases and operating leases, introduces the requirement for companies to record operating leases that are longer than 12 months on their balance sheet. Particularly, organizations have to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments. The Company adopted ASC 842 using the modified retrospective transition method. Use of the modified retrospective approach means the Company's comparative periods prior to initial application are not restated. As of December 31, 2024, the Company does not have outstanding lease agreements and has determined that using the modified retrospective approach did not have a material impact on the date of the initial application along with the disclosure of the effect on prior periods. The Company does not believe the new guidance had a material effect on its financial statements.

Fair Value and Other Financial Instruments

The Company's financial instruments consist primarily of cash and cash equivalents, accounts and other receivables and trade accounts payable. The carrying amounts are representative of their respective fair values due to their relatively short maturities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Cash and Cash Equivalents

The Company considers all highly liquid investments, with an original maturity of three months or less, to be cash equivalents including cash in banks, commercial paper and deposits with financial institutions that can be liquidated without prior notice or penalty.

Accounts Receivable, Net

Amounts included in accounts receivable consist of royalty payments earned but not yet collected, net of an allowance for credit losses. The allowance is estimated from historical performance and projections of trends. As a result, accounts receivable on the accompanying financial statements is shown net of an allowance for credit losses. Accounts receivable are generally on a short-term basis and do not bear interest.

Collections from franchisees are continuously monitored and an allowance for credit losses is maintained based on historical experience adjusted for current conditions and reasonable forecasts taking into account geographical and industry-specific economic factors. The Company also considers any specific customer collection issues. Since the Company's trade receivables are largely similar, the Company evaluates its allowance for credit losses as one portfolio segment. At origination, the Company evaluates credit risk based on a variety of credit quality factors including prior payment experience, franchisee financial information, existing economic conditions, and other internal metrics. On a continuing basis, data for each franchisee is regularly reviewed based on past-due status to evaluate the adequacy of the allowance for credit losses; actual write-offs are charged against the allowance.

Property and Equipment

Property and equipment is recorded at cost and is depreciated using the straight-line method over the estimated useful lives of the assets, as follows:

Asset Class:	Useful Lives
Motor vehicles	5 years
Furniture and fixtures	3 – 7 years
Office equipment	3 – 7 years

The Company reviews its long-lived assets for impairment and has determined that no adjustment to the carrying value is required.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Revenue Recognition

The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or rendering a service to the franchisee. The Company determines the transaction price based on contractually agreed upon rates, as adjusted for variable consideration, if any.

Revenues from sales of individual franchise licenses are recognized when all material sources or conditions relating to the sale have been substantially performed by the Company. Once a franchise is opened, the Company earns royalty income at the rate of 7% of the franchisees' revenue and is paid weekly. Royalty income is recognized during the period in which the franchisees earned the revenue and the collection is reasonably assured.

In recognizing revenue, the Company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license itself and also has made an accounting policy election to account for all such services as a single performance obligation.

Advertising and Marketing

The Company expenses advertising costs as incurred. Franchise locations contribute to advertising funds managed by the Company at a rate of 2% of sales. Under the Company's franchise agreements, contributions received from franchisees must be spent on advertising, marketing and related activities, and result in no revenue recognized by the Company. Advertising expense, net of 2% of sales franchisee contributions, was $68,766 and $126,953 for the years ended December 31, 2024 and 2023, respectively.

Income Taxes and Members' Distributions

On January 3, 2024, the founders and former owners of the Company sold their entire membership interest in the Company to Multiplying Monsters Corp., a Nevada corporation having a principal place of business at 11320 Grenfell Avenue, Huntersville, North Carolina 28078. As a result, the Company lost its election to be taxed as a Subchapter "S" Corporation under the provisions of Section 1362(a) of the Internal Revenue Code of 1986. Accordingly, the Company will be treated as a single-member limited liability company (SMLLC) and will file a consolidated corporate tax return, Form 1120, with its parent company, Multiplying Monsters Corp., starting with the year ended December 31, 2023.

In accordance with accounting principles generally accepted in the United States of America, the Company is required to recognize and disclose its uncertain tax positions when it is "more likely than not" that such position, based on its technical merits, will not be sustained upon examination. As mentioned in the preceding paragraph, the Company is a disregarded entity and, as such, all potential federal and state income tax liabilities, as a result of future potential examinations, will flow-through to its member. As of the date

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Income Taxes and Members' Distributions (continued)

of the financial statements, the Company has evaluated any potential liability regarding its entity status, built-in gains, and nexus issues for all jurisdictions in which the Company may be subject to income taxes. Based upon this evaluation, no liability has been recognized in the Company's financial statements.

In the event that a tax accrual is deemed necessary, the tax and related penalties and interest would be included in income tax expense on the financial statements. The statute of limitations for all taxing jurisdictions is three years from the date of filing.

NOTE 3 – CONCENTRATION OF CREDIT RISK:

The Company places its cash and temporary cash investments with high credit quality institutions. Such deposits are covered by federal depository insurance up to certain limits. Cash and cash equivalent balances may occasionally be in excess of the FDIC insurance limit. At December 31, 2024 and 2023, there were no cash deposits that were in excess of federal depository insurance.

The Company has not experienced any losses on its cash and cash equivalents. Management periodically evaluates the creditworthiness of the financial institutions with which it invests and maintains deposit accounts.

Credit risk with respect to trade receivables is limited because the Company deals with franchisees in a wide geographic area. The Company closely monitors the extension of credit to its franchisees while maintaining allowances for potential credit losses. On a periodic basis, the Company evaluates its receivables and establishes an allowance for credit loss, based on history of write-offs and collections and economic trends.

NOTE 4 - FRANCHISE RIGHTS:

The Company paid $177,935 for the acquisition of a franchise program. This asset has an indefinite life and is not subject to amortization, however, when events or changes in circumstances indicate that such asset may be impaired, an evaluation is performed by measuring the estimated future and undiscounted cash flows associated with the asset to the asset's carrying amount to determine if a write-down to fair value is required. If impairment is present, the asset is reported at the lower of cost or fair value. As of December 31, 2024 and 2023, management determined that no such impairment was required.

NOTE 5 – PROPERTY AND EQUIPMENT:

Property and equipment at December 31, 2024 and 2023 consisted of the following:

	2024	2023
Equipment	$ 16,179	$ 16,179
Furniture and fixtures	2,247	2,247
Total property and equipment	18,426	18,426
Less: Accumulated depreciation	16,853	16,404
Net property and equipment	$ 1,573	$ 2,022

Depreciation expense for the years ended December 31, 2024 and 2023 was $449 and $225, respectively.

NOTE 6 – ALLOWANCE FOR CREDIT LOSSES:

The following table summarizes the activity in the allowance for credit losses on royalty receivables for the years ended December 31, 2024 and 2023:

	2024	2023
Beginning balance	$ 0	$ 2,000
Provision for credit losses	0	0
Recoveries	0	0
Less: Write-offs	0	2,000
Ending balance	$ 0	$ 0

As of December 31, 2024 and 2023, the amount of delinquent accounts past due more than 90 days were $21,267 and $0, respectively.

NOTE 7 – DEFERRED REVENUES:

The Company deferred the recognition of non-refundable franchise fees totaling $180,000 for the year ended December 31, 2024 for locations in which the Company's remaining obligation had not been fulfilled at year end.

NOTE 8 – RELATED PARTY TRANSACTIONS:

As of December 31, 2022, the Company had loans with various entities related by common ownership. The loan balances consisted of non-interest-bearing loans that are due upon demand. On January 3, 2024, the loans were fully repaid by the former members of the Company in accordance with the provisions of the membership interest purchase agreement (MIPA).

In 2023, the Company loaned money to its parent company, Multiplying Monsters Corp. The loan balance consists of a non-interest-bearing loan, and it is due upon demand. As of December 31, 2024, the outstanding balance on the loan was $1,057,013.

In 2024, the Company loaned money to a related party, Twisted Toybox, LLC. The loan balance consists of a non-interest-bearing loan, and it is due upon demand. As of December 31, 2024, the outstanding balance on the loan was $108,803.

NOTE 9 – NOTE PAYABLE:

In May 2020, the Company entered into a loan agreement pursuant to U.S. Small Business Administration's (SBA) Economic Injury Disaster Loan (EIDL) Program. The Company received loan proceeds of $150,000. The loan is scheduled to mature in May 2050, carries a 3.75% interest rate, and is subject to the terms and conditions applicable to such loans administered by the SBA. Payments are deferred for the first two years of the loan, after which monthly payments of $731 (includes principal and interest) will first be applied to accrued interest. The loan may be prepaid by the Company at any time prior to maturity with no prepayment penalties. The loan contains customary events of default relating to, among other things, payment defaults and breaches of representations and warranties.

On January 3, 2024, the loan was fully repaid by the former members of the Company in accordance with the provisions of the membership interest purchase agreement (MIPA).

NOTE 10 – REVENUE:

Revenues are recognized upon the fulfillment of the terms outlined in the franchise agreement. Upon payment of the initial franchise fee and the signing of the franchise agreement, the franchisee is provided the right to construct, own and operate a miniature golf course ("franchise") upon a site accepted by the Company. Franchise agreements generally provide for an initial term of five years with the option to extend for up to three successive 5-year terms subject to certain conditions.

NOTE 10 – REVENUE (CONTINUED):

The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales at the franchise, as well as make contributions to the Marketing Fund based on a percentage of sales. Royalties and contributions to the Marketing Fund are generally due within the month subsequent to which the revenue was generated through sales at the franchise.

Disaggregation of Revenue

The Company has agreements with franchisees throughout the U.S. The following table disaggregates franchise revenue by source for the years ended December 31, 2024 and 2023:

	2024	2023
Royalty revenue	$ 2,015,632	$ 1,872,143
Marketing fund revenue	618,987	466,160
Franchise fees	0	105,000

NOTE 11 – LITIGATION SETTLEMENT:

The Company was a defendant in a lawsuit which resulted in a settlement offer which was accepted. In connection with the settlement, the Company entered into a promissory note which requires the settlement to be paid in monthly installments of $6,250.

On January 3, 2024, the balance due on the promissory note was fully repaid by the former members of the Company in accordance with the provisions of the membership interest purchase agreement (MIPA).

NOTE 12 – SUBSEQUENT EVENTS:

The Company has evaluated events and transactions for potential recognition or disclosure through February 21, 2025, which is the date these financial statements were available to be issued.

SCHEDULE I

MONSTER ENTERTAINMENT, LLC

SUPPLEMENTARY SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the years ended December 31, 2024 and 2023

	2024	2023
GENERAL AND ADMINISTRATIVE EXPENSES:		
Advertising	$ 68,766	$ 126,953
Bank fees	7,437	9,842
Depreciation	449	225
Franchise fees	2,420	2,525
Insurance	25,828	25,667
Licenses and permits	926	1,126
Meals and entertainment	10,736	8,961
Office expenses	19,434	12,632
Salaries and wages	388,090	408,634
Employee benefits	6,715	29,140
Professional fees	157,743	125,002
Payroll taxes	32,530	35,592
Repairs and maintenance	0	995
Travel and entertainment	52,353	62,469
Utilities	4,253	3,119
Total general and administrative expenses	$ 777,680	$ 852,882

EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
LIST OF FORMER FRANCHISEES
As of December 31, 2025

This Exhibit lists the name, city and state, and the last known telephone number of every franchisee who sold or transferred ownership control in their Outlet or who voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year (including non-renewals and terminations).

Former Franchisee Name	City & State	Last Known Phone #`
Kids Entertainment Inc.	Stafford, VA	571-376-5035
Asset Building Compadres, LLC	Phoenix, AZ	210-379-4298
Asset Building Compadres, LLC	Austin, TX	210-379-4298
Asset Building Compadres, LLC	Brownsville, TX	210-379-4298

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

EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2025

State	Franchisee Name	Contact Name	Address	Phone Number
ARIZONA*	Asset Building Compadres, LLC	Alex Gonzalez	1840 East Warner #125, Tempe, AZ 85284	210-379-4298
COLORADO	Creepy Greens Entertainment, Inc.	Alex Gonzalez	8227 South Holly Street Centennial, CO 80122	303-993-6892
DELAWARE*	B&A Newark	Bill Larrabee	Newark, DE - TBD	410-579-4653
FLORIDA	Epic Amusements LLC	Felix Marte	9533 Westview Drive Coral Springs, FL 33076	954-526-5115
FLORIDA	Mars Entertainment LLC	Felix Marte	8358 Pines Blvd, Pembroke Pines, FL 33024	954-589-1878
FLORIDA	Boardwalk Agenda LLC	Da'Mon Allen	1649 Main Street 1681b Dunedin, FL 34698	727-788-4653
FLORIDA*	Joseph Ibrahem	Joseph Ibrahem	Sarasota, FL - TBD	
FLORIDA*	Opal Funzone Tampa LLC	Nagesh Yarlagadda	Wesley Chapel, FL - TBD	
GEORGIA	Creepy Greens Entertainment, Inc.	Alex Gonzalez *(Transferred 2019)*	2505 Chastain Meadows Pkwy, Ste. K Marietta, GA 30066	770-423-2212
INDIANA	CRMMG	Candace Reim	3573 Promenade Way, #300 Lafayette, IN 47909	765-471-1300
IOWA*	Dark Light Productions LLC	Brian Cleven	1884 SE Destination Drive, Grimes, IA 50111	(515)329-5143
KENTUCKY*	Akure Paradis	Akure Paradis	Louisville, KY - TBD	
LOUISIANA	Kingdom Family Entertainment LLC	Brian Estep	1665 SW Railroad Ave Hammond, LA 70403	985-662-0053
LOUISIANA*	Kingdom Family Mandeville, LLC	Brian Estep	68490 LA-59 Mandeville, LA 70471	985-662-0053
MARYLAND	B&A Larrabee Inc.	Bill Larrabee	7351 Assateague Dr., Suite 380 Jessup, MD	410-579-4653
MARYLAND	Fames Enterprises LLC	Frank Thanicatt	9116 Gaither Road,	301-330-6464

State	Franchisee Name	Contact Name	Address	Phone Number
			Gaithersburg MD, 20877	
MARYLAND	B&A Larrabee Inc.	Bill Larrabee	1969 East Joppa Road, Parkville, MD 21234	410-497-9704
MARYAND*	B & A Larrabee Inc.	Bill Larrabee	2225 Defense Highway, Crofton, MD 21114	410-497-9704
MASSACHUSETTS	Black Spot LLC	Patrick & Christina Vitagliano	140 Taunton Avenue Seekonk, MA 02771	(508)336-8004
MASSACHUSETTS	Try Plan Q LLC	Patrick & Christina Vitagliano	1560 Boston-Providence Turnpike Norwood, MA 02062	(781)762-3100
MASSACHUSETTS*	Sean Hurley	Sean Hurley	North Reading, MA - TBD	
MASSACHUSETTS*	Sean Hurley	Sean Hurley	Waltham, MA - TBD	
MASSACHUSETTS*	Sean Hurley	Sean Hurley	Worcester, MA - TBD	
MISSISSIPPI*	FTB Southaven LLC	Tom Foucha	Southaven, MS - TBD	
NEW JERSEY	Nick Nack LLC	Nick and Carol Mastrandrea	194 Route 46 East Fairfield, NJ 07004	973-244-0026
NEW JERSEY	Nick Nack Paramus LLC	Nick and Carol Mastrandrea	49 East Midland Ave. Paramus, NJ 07652	201-261-0032
NEW JERSEY	Nick Nack Edison LLC	Nick and Carol Mastrandrea	775 Rt 1 South Edison NJ 08817	732-248-4400
NEW JERSEY`	JKZ Entertainment LLC	Jim and Kelly Zambrano	749 Hope Road Eatontown, NJ 07724	732-544-2200
NEW JERSEY	PBR Entertainment	Bob and Randi Lister	2040 Springdale Road, Suite 300 Cherry Hill, New Jersey 08003	856-393-5500
NEW JERSEY	PBR Entertainment	Bob and Randi Lister	1 Shoppers Lane, Washington Township, NJ 08012	856-393-5500
NEW JERSEY*	Syntertainment LLC	Michael Synhorst	Princeton, NJ	(484)684-6128
NEW YORK	JNBM LLC	John Arlo	410-C Commack Rd. Deer Park, NY 11729	631-940-8900
NEW YORK	Nick Nack Yonkers Corp	Nick and Carol Mastrandrea	221 Market Street, 2nd Floor, Unit 2950 Yonkers NY 10710	914-346-5072
NEW YORK	MMGGC LLC	John Arlo	645 Stewart Ave. Garden City, NY 11530	(516)279-4433

State	Franchisee Name	Contact Name	Address	Phone Number
PENNSYLVANIA	JKZ Entertainment Too LLC	Jim and Kelly Zambrano	3227 Hamilton Blvd Allentown, PA 18103	484-860-3020
PENNSYLVANIA	MDS Consulting	Michael Synhorst	7 Germantown Pike, Norristown, PA 19401	484-684-6128
SOUTH CAROLINA	Lights Out, Inc.	Casey Jacobs	141 Fernwood Dr. Spartanburg, SC 29037	864-515-1364
TENNESSEE	FTB LLC	Jason Foucha	7990 Trinity Road Cordova, TN 38018	901-509-2914
TENNESSEE*	Lisa K. Dimming-Brindle	Lisa K. Dimming-Brindle	Franklin, TN - TBD	
TENNESSEE*	Lisa K. Dimming-Brindle	Lisa K. Dimming-Brindle	Murfreesboro, TV - TBD	
TEXAS	Creepy Greens Entertainment, Inc.	Alex Gonzalez	2267 NW Military Hwy San Antonio, TX 78213	210-979-8888
TEXAS	S4 Entertainment LLC	Brian and Amy Smith	3916 Gattis School Rd, Suite 112 Round Rock, TX 78664	346-594-2051
TEXAS	S4 Entertainment LLC	Brian and Amy Smith	1705 North Fry Rd, Suite 3 Katy, TX77449	847-217-0340
TEXAS	Strutter Enterprises LLC	Holly and Brian Hernandez	2595 Preston Road, Suite 500 Frisco, Texas 75034	469-598-0444
TEXAS*	Costiera Entertainment LLC	Troy Elizalde	10241 South Padre Island Dr, Suite 101 Corpus Christi, TX 78418	361-321-4569
TEXAS	Radioactive Enterprises LLC	Holly and Brian Hernandez	1580 Keller Parkway, #50C, Keller, TX 76248	682-593-7484
TEXAS*	FAYV Entertainement LLC	Fabian Rincon	McAllen, TX - TBD	
TEXAS*	Back in Black Entertainment LLC	Alex Gonzalez	2623 Southeast Military Dr, South San Antonio – TX 78223	210-379-4298
TEXAS*	Lone Star Puttery Denton LLC	Natarajan Sivaramakrishnan	2223 Colorado Blvd, Denton, TX 76205	
TEXAS*	Tamer Kadah	Tamer Kadah	950 E Malloy Bridge Road Seagoville, TX 75159	

State	Franchisee Name	Contact Name	Address	Phone Number
TEXAS*	Amber Shugrue/Danielle Bedingfield	Amber Shugrue/Danielle Bedingfield	Midland/Odessa - TBD	
VIRGINIA	MMG Stafford LLC	Frank Thanicatt	308 Worth Ave Suite 109 Stafford, VA 22556	540-426-4983
VIRGINIA	Creepy Greens Entertainment, Inc.	Alex Gonzalez	14130 Sullyfield Circle Chantilly, VA 20151	571-376-5035
VIRGINIA	Nick & Rhonda Cumba	Nick & Rhonda Cumba	–1404 North Parham Road, k220 Richmond, VA 23229	804-269-0489
WASHINGTON	Green Family Entertainment LLC	Sheetal Chavan	4080 Factoria Square Mall SE Bellevue, WA 98006	425-679-6265
WASHINGTON*	Green Family Entertainment LLC	Sheetal Chavan	Tacoma, WA - TBD	425-679-6265
WASHINGTON*	Green Family Entertainment LLC	Sheetal Chavan	24255 Van Ry Boulevard, Mountlake Terrace, WA 98043	425-679-6265

*These locations were not yet open as of December 31, 2025.

NOTE: In addition to the U.S. Locations listed above, we also have two franchised locations in Edmonton, Canada and Calgary, Canada.

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

MONSTER ENTERTAINMENT, LLC
STATE ADDENDA

NASAA REQUIRED MODIFICATIONS TO ITEM 22 OF THE FDD –

IN ADDITION TO CERTAIN STATE SPECIFIC ADDENDA THAT FOLLOW, THE FOLLOWING LANGAUGE SHALL BE APPLICABLE IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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

ADDENDUM FOR THE STATE OF CALIFORNIA

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

2. ITEM 3 of the Franchise Disclosure Document is amended to add the following:

Neither Monster Entertainment, LLC, nor any person identified in Item 2 of the Franchise Disclosure Document, is currently subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.

3. ITEM 5 of the Franchise Disclosure Document is amended to add the following:

California's Department of Financial Protection & Innovation requires us to defer payment of the Initial Franchise Fee and all other initial fees owed by you until we have satisfied our pre-opening obligations to you.

4. ITEM 17 of the Franchise Disclosure Document is amended to add the following:

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

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

3. The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California law.

4. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

5. The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

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

7. The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party.

8. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

5. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

7. The following URL address is for our website: www.monsterminigolf.com.

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

AMENDMENT TO MONSTER ENTERTAINMENT LLC
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

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

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

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

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

NEW YORK STATE ADDENDUM TO FDD

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non- waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the

time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM FOR THE COMMONWEALTH OF VIRGINIA

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

EXHIBIT I

PRE-CLOSING QUESTIONNAIRE

PRE-CLOSING QUESTIONNAIRE

[*To be completed by Franchisee and all Owners before signing Franchise Agreement*]

DO NOT COMPLETE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

As you know, you and Monster Entertainment, LLC (the "Franchisor") are about to enter into a franchise agreement for the development, opening and operation of a MONSTER MINI GOLF® franchised outlet (the "Outlet"). The purpose of this Questionnaire is to determine if any improper sales practices have occurred, including, whether any statements or promises were made to you Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question. **The answers you provide in this Questionnaire are material to Franchisor and Franchisor is relying on all such answers in agreeing to enter into a franchise relationship with you.**

1. Have you received and personally reviewed Franchisor's Franchise Disclosure Document?

Yes____No____

2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes____No____

3. Have you received and personally reviewed the Monster Entertainment, LLC Franchise Agreement and all accompanying Exhibits?

Yes____No____

4. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of a MONSTER MINI GOLF® Outlet operated by Franchisor or any of its affiliates?

Yes____No____

5. Has any employee or other person speaking on behalf of Franchisor made any statement, representation (aside from the disclosure provided in Item 19 of the FDD) or promise concerning the revenue, profits or operating costs of a MONSTER MINI GOLF® Outlet operated by a franchisee?

Yes____No____

6. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning any MONSTER MINI GOLF® Outlet that is contrary to, different from, or in addition to, the information contained in the Disclosure Document?

Yes____No____

7. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn or revenue you may derive in operating a

MONSTER MINI GOLF® Outlet ?

Yes____No____

8. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the amount of revenue a MONSTER MINI GOLF® Outlet will generate?

Yes____No____

9. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the costs you may incur in operating a MONSTER MINI GOLF® Outlet that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No____

10. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a MONSTER MINI GOLF® Outlet?

Yes____No____

11. Has any employee or other person speaking on behalf of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No____

12. Do you understand that Franchisor's approval of a location for the Outlet does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of the Outlet at the location?

Yes____No____

13. Do you understand that the approval of Franchisor of a financing plan for operation of the Outlet does not constitute any assurance that such financing plan is favorable, or not unduly burdensome, or that the Outlet will be successful if the financing plan is implemented?

Yes____No____

14. Do you understand that in all dealings with you, the officers, directors, employees and agents of Franchisor act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Franchisor?

Yes____No____

If you have answered "Yes" to any of questions 4 through 11, please provide a full explanation by attaching an additional page. You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEE/APPLICANT:

By:_____
Print Name:_____
Date:_____

By:_____
Print Name:_____
Date:_____

EXHIBIT J TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from Registration in the following states having franchise registration and disclosure laws, with the following effective dates:

The effective dates of this Disclosure Document in the states listed below are:

STATE	**EFFECTIVE DATE**
CALIFORNIA	
ILLINOIS	
INDIANA	
MICHIGAN	
MINNESOTA	
NEW YORK	
NORTH DAKOTA	
RHODE ISLAND	
SOUTH DAKOTA	
VIRGINIA	
WASHINGTON	Pending.
WISCONSIN	

In states that do not require a franchise registration or exemption filing, the effective date of this disclosure document is the issuance date of April 8, 2026.

EXHIBIT K TO THE FRANCHISE DISCLOSURE DOCUMENT

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 Monster Entertainment, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, Monster Entertainment, LLC or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that Monster Entertainment, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, and Wisconsin require that Monster Entertainment, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Monster Entertainment, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit A.

Monster Entertainment, LLC authorizes the agents listed in Exhibit B to receive service of process for it.

The franchise seller(s) offering this franchise is/are checked off below:

☐ Chris King, 230 East W.T. Harris Blvd., Suite C-4., Charlotte, NC 28262, (702) 583-6161

☐ _____

(*Other Sellers please insert name, address, phone number*)

Issuance Date:. April 8, 2026 (Please see the state effective dates on the State Cover Page at the front of this disclosure document.)

I have received a disclosure document dated April 8, 2026 that included the following exhibits:

A. LIST OF STATE ADMINISTRATORS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
E. FINANCIAL STATEMENTS
F. LIST OF FORMER FRANCHISEES
G. LIST OF CURRENT FRANCHISEES
G. STATE ADDENDA
I PRE-CLOSING QUESTIONNAIRE
J. STATE EFFECTIVE DATES
K. RECEIPTS

Please sign and print your name below, date and return one copy of this receipt to Monster Entertainment, LLC and keep the other for your records.

_____ _____

Date of Receipt Signature

_____

Print Name

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 Monster Entertainment, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, Monster Entertainment, LLC or an affiliate in connection with the proposed franchise sale.

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I PRE-CLOSING QUESTIONNAIRE
J. STATE EFFECTIVE DATES
K. RECEIPTS

Please sign and print your name below, date and return one copy of this receipt to Monster Entertainment, LLC and keep the other for your records.

_____ _____

Date of Receipt Signature

_____

Print Name

Return one copy to: Monster Entertainment, LLC, 230 East W.T. Harris Blvd. Suite C-4, Charlotte, NC 28262