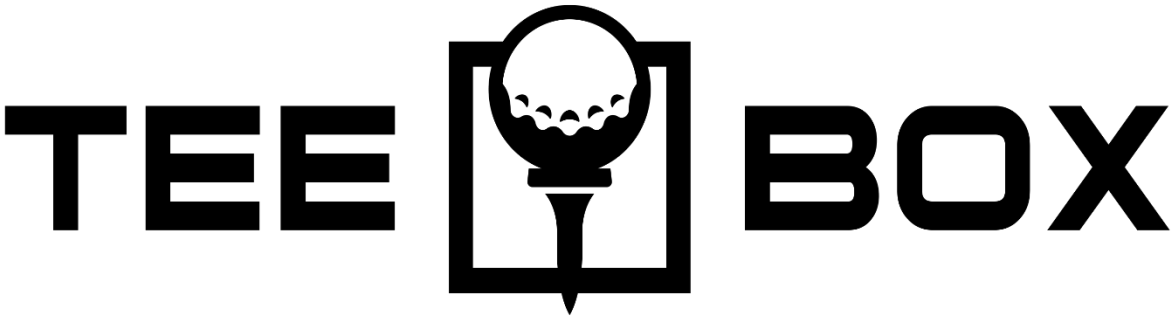

FRANCHISE DISCLOSURE DOCUMENT

TEE BOX FRANCHISING, LLC
A Utah limited liability company

FRANCHISE DISCLOSURE DOCUMENT

TEE BOX FRANCHISING, LLC
a Utah limited liability company

702 W Porter Ln
Centerville, UT 84014
(801) 508-4807
franchising@tbx.golf
www.tbx.golf

As a Tee Box® franchisee, you will operate an indoor golf training, fitting, driving range, and simulator business.

The total investment necessary to begin operation of a Tee Box® franchise is $730,000 to $963,500. This includes the $56,000 to $64,500 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of 3 Tee Box® franchises under an Area Development Agreement is $2,190,000 to $2,890,500. This includes the $168,000 to $193,500 that must be paid to the franchisor or affiliate. The number of locations to be opened under an Area Development Agreement is negotiated on a case-by-case basis. The investment figures above are based on a 3-location development commitment for illustrative purposes.

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 Preston Unck at franchising@tbx.golf and (801) 508-4807.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: May 7, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "D."
How much will I need to invest?	Items 5 and 6 list fees that 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 "C" 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 Tee Box® 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 Tee Box® franchisee?	Item 20 or Exhibit "D" lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state may also 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 and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Utah. 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 Utah than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Supplier control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

6. **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.

ADDENDUM TO THE TEE BOX® FDD
FOR THE STATE OF MICHIGAN

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

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
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G. Table of Contents for Operations Manual
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K. State Effective Dates

RECEIPTS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Tee Box Franchising, LLC. In this disclosure document Tee Box Franchising, LLC is referred to as "we" or "us" or "our" or "Tee Box"; "franchisee" "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the owners of a franchise that is a corporation, partnership or other entity.

Our limited liability company was organized on June 10, 2024, in the State of Utah under the name Tee Box Franchising, LLC. Our principal place of business is 702 W Porter Ln, Centerville, UT 84014.

Our agents for service of process in various states are disclosed in Exhibit "E."

Franchisor Business Activities

We do not have any other business activities other than franchising the Tee Box® brand.

We do not do business under any name other than Tee Box Franchising, LLC or Tee Box®. We do not operate a business of the type offered to you in this disclosure document.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. In addition, we did not begin offering or selling franchises in this business until June 27, 2024.

Parent, Affiliate, and/or Predecessor Business Activities Involving Tee Box®

Parent

Our parent, Tee Box Enterprises, L.L.C., a Utah limited liability was organized on August 24, 2022, and its principal place of business is 2491 E 6700 S, Uintah, UT 84405. Our parent does not conduct a Tee Box business similar to the one you will operate and has not offered nor sold franchises in this line of business or any other line of business.

We have no other parents, predecessors, or affiliates to be disclosed in this item. No parent, affiliate, or predecessor currently offers or has previously offered franchises in this or any other line of business.

Franchise Offered

We license and train others to operate Tee Box® businesses. As a Tee Box® business, you will operate an indoor golf training, driving range, and simulator business that also provides golf fitting and related services. The grant of a franchise authorizes you to engage in our complete system under the name Tee Box® and other proprietary marks according to our system, confidential manuals, standards, equipment, uniforms, merchandising, marketing, décor and colors, recipes, proprietary ingredients, menus, the sale of products and services, and other confidential business information, procedures, services, and other specifications as we may develop. As a Tee Box® franchisee, you will have the opportunity to use the Tee Box® system only within a specific territory and according to our requirements.

You will be required to purchase specific products, materials, supplies, ingredients, and equipment and to strictly follow our standards, methods, policies, and procedures in the operation of your franchise business, which are described in more detail in our franchise agreement attached as Exhibit "A" to this disclosure document.

You also may enter into an area development agreement with us for the development of multiple franchise units (see Exhibit "H"). The size of the development territory, the number of units to be developed and the development schedule are negotiable. You will be required to sign our then-current franchise agreement for each unit as developed, which terms may differ from the current franchise agreement included with this FDD. Unless specifically stated otherwise, the disclosures for an area development are the same as for a single unit.

General Description of Market and Competition

The general market for golf training and golf fitting is well-developed and competitive. You will typically compete with other established golf training and golf-fitting businesses. There are many of these competitors from large national chains to small independent operators. This business will be operated year-round, but you may experience increased business during colder or inclement months when outdoor golf is less accessible. Customers typically include recreational golfers seeking to improve their skills and groups seeking social or entertainment experiences. You may also encounter competition from other Tee Box® franchises operated by us or other franchisees outside your territory under limited circumstances.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. In addition, your business is subject to federal, state, and local laws and regulations regarding consumer protection, labor, employment, health, safety, zoning, taxation, the environment, fire, waste, packaging, disposal, recycling, all banking, credit card payment and data security standards, and all inspection reports, warnings, labeling, certificates, and ratings issued by any governmental agency. You must investigate local zoning and permitting rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. In many jurisdictions, you will also be required to obtain a sign permit. You should also be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. You may be required to obtain additional insurance coverage for delivery services, which may increase your premium payments. You may be required by local law to participate in a recycling program, which may require that you register and make ongoing fee payments.

The details of state, county and local laws and regulations vary from place to place. You should investigate the application of these laws further.

ITEM 2
BUSINESS EXPERIENCE

Preston Unck, Founder/Chief Executive Officer

Preston Unck is the Chief Executive Officer and founder of Tee Box Franchising, LLC in Centerville, Utah. Preston has held this position since the inception of the company in June 2024. Preston is also the CEO of Tee Box Enterprises, L.L.C. in Uintah Utah and has held this position since February 2021.

Brian Godfrey, Chief Operations Officer

Brian Godfrey is the Chief Operations Officer at Tee Box Franchising, LLC in Centerville, Utah. Brian has held this position since the inception of the company in June 2024. Brian is also the COO of Tee Box Enterprises, L.L.C. in Uintah Utah and has held this position since March 2024. Brian is also the owner at Capital View Accounting in Ogden, Utah and has held this position from February 2021 until the present.

Austin Kendell, Vice President of Product

Austin Kendell is the Chief Operating Officer at Tee Box Franchising, LLC in Centerville, Utah and has held this position since March 2025. From September 2024 to March 2025, he was our Head of Implementation and Training. Austin was the General Manager at Fenix Nutrition in Fruit Heights, Utah from September 2020 to September 2024.

Jeff Hansen, Chief Technology Officer

Jeff Hansen is the Chief Technology Officer at Tee Box Franchising, LLC in Centerville, Utah and has held this position since September 2024. Jeff has also been the Founder and Chief Executive Officer of Pangea Squared in Salt Lake City from September 2008 to the present.

Alyse Carter, Chief of Staff

Alyse Carter is the Chief of Staff at Tee Box Franchising, LLC in Centerville, Utah and has held this position since April 2025. Alyse has also been an Executive Administrator at Tee Box Franchising, LLC in Centerville, Utah from September 2024 to April 2025. From June 2022 to September 2024, Alyse was the principal owner at Alyse Carter Consulting, LLC in Lehi, Utah and performed a variety of consulting work regarding real estate, event planning, and online retail. From April 2021 to June 2022, Alyse focused on personal and family matters.

Colby Kendell, Chief Marketing Officer

Colby Kendell is the Chief Marketing Officer at Tee Box Franchising, LLC in Centerville, Utah. Colby has held this position since the inception of the company in June 2024. Colby has also been the owner of Kendell Collective in Ogden, Utah from September 2012 until the present.

Chloe Bennett, Vice President of Franchise Development

Chloe Bennett is the Vice President of Franchise Development at Tee Box Franchising, LLC in Centerville, Utah and has held this position since January 2025. Chloe has been a multi-unit Crumbl Franchise Owner from May 2021 until the present with locations in California, Arizona, Tennessee, Michigan, and Florida. Chloe was the Director of Franchise Development at All Dry Services in Jupiter, Florida (remote) from August 2023 to January 2025. Chloe was a Strategic Partner Manager at Pluralsight from May 2022 to August 2023. From May 2018 to May 2022, Chloe was a Farmers Insurance branch owner in Provo, Utah.

Devin Harper, Senior Director of Franchise Development

Devin Harper is the Senior Director of Franchise Development at Tee Box Franchising, LLC in Centerville, Utah and has held this position since January 2026. Devin was previously our Chief Franchise Officer from June 2024 until January 2026. Devin has also been a Partner COO at Uplift Fund LLC in Lander, Wyoming from March 2022 until the present. Devin was a VP of Sales at Zerorez Franchising Systems Inc in Lindon, Utah from May 2015 until March 2022.

Jake Butler, Director of Franchise Development

Jake Butler is the Director of Franchise Development at Tee Box Franchising, LLC in Centerville, Utah. Jake has held this position since the inception of the company in June 2024. Jake has also been the Owner of Frugal Fitness in Ogden, Utah from November 2017 until the present.

Justin Cheney, Senior Vice President of Franchise Implementation

Justin Cheney is the Senior Vice President of Franchise Implementation at Tee Box Franchising, LLC in Centerville, Utah. Justin has held this position since the inception of the company in June 2024. Justin has also been the CEO/Owner at JC Business Solutions in Layton, Utah from January 2022 to the present. Previously Justin was the CEO/Owner of Solace HealthCare from December 2019 to January 2022. Justin was also the Chief Administrative Officer at Solace in Idaho Falls, Idaho from August 2016 to October 2023.

Kyler Dearden, Head of Membership Experience

Kyler Dearden is the Head of Membership Experience at Tee Box Franchising, LLC in Centerville, Utah. Kyler has held this position since the inception of the company in June 2024. Kyler was also a Commercial Account Executive at Lucid in South Jordan, Utah from November 2021 to April 2023. Kyler was also an Independent Sales Representative at Richard Wolf Medical Instruments Corporation in Vernan Hills, Illinois from May 2018 to November 2021.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

On the signing of the franchise agreement, all franchisees pay an initial franchise fee of $49,500. This initial franchise fee is non-refundable, except as provided herein. Active-duty service members and honorably discharged U.S. military veterans who provide satisfactory documentation are eligible for a 10% discount on the initial franchise fee.

Grand Opening Fee

You must pay us a grand opening fee of $5,500 to $10,000 within 60 days before you open your franchise business. This fee is non-refundable. We use this fee to support your grand opening marketing activities, which may include sending a team of one to three of our personnel to assist with your grand opening. We determine the amount of the grand opening fee and the number of personnel we send in our sole discretion based on our assessment of the demographics and characteristics of your territory.

Opening Demo Gear and Club Fitting Equipment Package

You must pay us or our affiliate a fee for an opening demo gear and club fitting equipment package estimated to be between $1,000 to $5,000 before you open your franchise business. This fee is non-refundable.

Area Development Agreement

If you enter into an area development agreement, you will pay a one-time, non-refundable fee at the time of signing equal to $49,500 multiplied by the number of franchise units to be developed. This amount is credited towards the initial franchise fee for each franchise as developed. The current initial franchise fee for each franchise unit is $49,500. You must sign the then-current franchise agreement for each unit to be developed. There is no minimum number of locations required to be opened under an area development agreement. This fee is non-refundable, except as described below. In addition to the development fee, you will incur all of the initial fees for a single location as set forth in this Item 5 for each Tee Box® franchise that you agree to establish under an area development agreement. This fee is non-refundable, except as provided herein.

Uniformity and Refunds

In certain circumstances, we offer a partial refund of the area development fee. If we determine that you are not well suited to be an area developer and terminate the area development agreement early, you will receive a partial refund of the area development fee equal to the initial franchise fee that was current at the time of signing the area development agreement, multiplied by the number of franchise units for which franchise agreements have not been executed as of the date of termination. The factors used by us to determine if you are not well suited to be an area developer include poor temperament, poor community reputation, actions that we feel negatively affect our system, goodwill, or trademarks, poor performance of existing franchise location(s), lack of business acumen, default of the franchise agreement, default of the area development agreement, non-compliance with our system, personality or relationship conflict, and poor communication, as determined by us. We may make this determination at any time during the term of the area development agreement. If we terminate the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate such individual Franchise Units in the individual territories (as defined in such respective franchise agreements) that are owned and operated by you prior to termination, so long as you are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s). However, you will cease to have any exclusivity rights with regard to the ongoing development of all other franchise units in the development territory, and you will forfeit any contractual right you may have to purchase additional franchise units within the development territory. Any refund is contingent upon signing a general release in the form and substance that is acceptable to us.

If you and we agree to terminate the franchise agreement before your store is open and operating, based on our ongoing risk assessment of the territory, we reserve the right to issue a refund of the initial franchise fee, in our sole discretion.

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty*[1,4]	1. General Royalty Fee: For all business activities not related to golf club product sales or golf club fitting services, the royalty fee is 8% of gross sales. 2. Golf Club Product Sales and Golf Club Fitting Services Royalty Fees: The royalty for golf club product sales and golf club fitting services (combined) is 5% of gross sales.	Payable monthly to be received by the first Tuesday of the following month	Gross sales include all revenue from the franchise business but does not include sales tax. We reserve the right to require royalties and other payments to be paid at alternate frequency intervals and to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed.
Marketing Fund Fee*[1,2]	2.5% of gross sales payable to us	Payable monthly to be received by the first Tuesday of the following month	We reserve the right to require marketing fees and other payments to be paid at alternate frequency intervals and to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed. See Note 2 below.
Optional Local Advertising Assistance[1,3]	$200 monthly management fee and $1,500 minimum monthly spend	Payable monthly to be received by the first Tuesday of the following month	Payable if you elect to have us assist in your local marketing obligation. See Note 3 below.
Advertising Cooperative*[1,2,3]	1% to 2% of gross sales payable to the co-op (currently not assessed)	Payable in accordance with the advertising cooperative's governing documents	If we form a local advertising cooperative in your area, any marketing expenditures you make through the co-op is credited towards fulfilling your local advertising obligation.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
New Primary Owner Training[1]	$4,000 per training session	In advance of training	Training sessions typically last 1 to 3 days at our headquarters, or another location selected by us. You must pay the travel, lodging, food, and other expenses for your trainees (if applicable) while attending these trainings. If you postpone or reschedule any training from the date originally set by you, you must reimburse us for all of our costs to reschedule such training.
Annual Training Fee[1]	$500 per person per training session	In advance of training	At our discretion, up to two times each calendar year, at a time designated by us, we may require your primary owner and designated manager to meet with our representatives at a location specified by us, for the purpose of discussing and reviewing your operations, status, and financial performance, and providing additional training. The cost of travel, food, lodging, salaries, and other expenses of you and your attendees will be borne by you.
Additional In-Person Training or Assistance[1]	$500 per day, per person	In advance of training or assistance	You must pay the travel, lodging, food, and other expenses of your attendees and our representatives during this additional training or assistance.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Franchise Agreement Transfer Fee*[1]	$10,000	Prior to approved transfer	Payable when you sell a majority or all of your interest in your franchise business and prior to our signing any approval or new agreement. However, all guarantors will remain guarantors unless otherwise released by us. The transferee must complete the training program required of new franchisees. This training may be held at your location, our headquarters, and/or another location selected by us. You or the transferee must also pay the travel, lodging, food, and other expenses for your trainees (if applicable) while attending this training.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Minority Transfer Fee[1]	$500	On demand	If a transfer is only among existing shareholders or members of a corporation or limited liability company franchisee, or among existing partners of a partnership franchisee, or by an individual or partnership franchisee to a corporation or limited liability company controlled and owned 100% by you or any combination of your current owners, and the current transfer along with all of the transfers that have occurred during the current term, and any prior franchise term(s), are comprised of, in the aggregate, 50% or less of the ownership of your franchise business, then you will pay a reduced transfer fee. All guarantors will remain guarantors unless otherwise released by us. Subject to state law.
Relocation Fee[1]	$2,500	On demand	If you request our approval to relocate your business and we agree, you must pay this fee to us in order to defray our costs associated with updating documentation, reviewing new sites, and editing our website and promotional materials.
Late Fees[1,4]	$25 per day for each late payment or report	Payable with royalty or on demand	Charges begin to accrue after the due date of any required payment or report.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Interest[1]	18% interest on any late payment, or the maximum allowed by state law, whichever is less	Payable with royalty or on demand	Interest begins to accrue after the due date of any required payment.
NSF Fees[1]	$50 per bounced check or insufficient or disputed draft	Payable with royalty or on demand	Or maximum allowed by state law, whichever is less (see state specific addendum).
Successor Franchise Fee[1]	$10,000	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor agreement.
Conference or Seminar Fee[1]	Our then-current fee for conferences or seminars, not to exceed $1,000 per attendee. Currently the fee is $0 per attendee	At time of registering for the conference or seminar	You will also be required to pay all your travel, lodging, food, and other expenses for each of your attendees.
Supplier Evaluation Fee[1]	$500, plus reimbursement of actual costs	The set fee is due before we evaluate potential suppliers. The amount of reasonable expenses is due on demand.	Payable if you want to have unapproved suppliers evaluated for our approval.
Fees on Default[1,8,9]	Reimbursement of actual costs of Attorneys' fees, costs, interest and audit costs	On demand, as incurred	Paid in addition to other payments to us.
Audit Charge[1,8]	Reimbursement of actual costs of audit.	On billing	Payable if (1) an audit shows an understatement of 2% or more of gross sales for the time period audited, or records are unorganized or unavailable, (2) you fail to report Gross Sales for any time period, or (3) you fail to retain and have available readable and organized required records.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Interim Management Fee[1]	$500 per day, per representative, plus food, travel and lodging for our representative(s) and other expenses which may be incurred by us to perform such services.	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or if you are not in compliance with the franchise agreement or the manuals. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees.
Interim Training Fee[1]	$500 per day, per representative, plus food, travel and lodging for our representative(s) and other expenses which may be incurred by us to perform such services.	Time of service	Payable if we elect to provide additional training at your location, our headquarters, or another location that we designate, if you are not in compliance with the franchise agreement or the manuals. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s), you're your attendees and other expenses that may be incurred by us to perform such services.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
System Non-Compliance[1,9]	Currently, $250 to $1,000. Our current fines are set forth below: - Store uncleanliness ($250) - Failing to provide documentation ($250) - Unauthorized use/disclosure of trademark, brand materials, intellectual property, confidential information ($1,000) - Unauthorized use of product/supplier ($1,000) - Unauthorized Packaging ($1,000) - Poor service/product quality ($250) - Failure to meet deadlines for new equipment, products, processes, etc. ($250) - Branding violation ($250) - Health or safety violation ($250) - Miscellaneous noncompliance as further described in our manuals ($250)	As incurred	See Note 8 below.
Indemnification[1,8]	Reimbursement of actual costs of indemnification	As incurred or on demand	See Note 7 below.
Technology Fee[1]	$1,000 per month	Payable monthly to be received by the first Tuesday of the month	This fee will be updated periodically in our manuals

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Compliance Inspection Fee[1]	The cost of the services, plus a 5% to 15% administrative fee.	As incurred or on demand	We may require you to order, or we may order on your behalf, third-party inspections of your franchise business regarding food safety, operational compliance, customer service, and other brand standards. We currently require two to four such inspections per year and we may require additional inspections if you fail an inspection or are not in compliance with our standards. This fee and these procedures will be updated periodically in our manuals.
Dispute Resolution Fees[1]	Reimbursement of actual costs of dispute resolution fees	As incurred or on demand	You are required to pay half of the mediation and/or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.
Post-Termination Liquidated Damages[1,5]	Average royalty from the previous 12 months multiplied by the lesser of 36 months or the remaining term of your franchise agreement, whichever is less.	Upon termination.	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate for lost royalties and is not our only remedy.
De-identification Fee[1,5,6]	$500 per day for each day that you are in default	Upon demand	See Note 5 below.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Tax Reimbursement Fee[1]	Sum equal to tax imposed	Upon demand	If there is assessed any nature of sales tax or use tax or other tax on fees or other sums previously or hereafter received by us under the franchise agreement then in addition to all fees and other payments to be made by you to us, you must also pay us or the taxing authority a sum equal to the amount of such tax. Any tax paid to us will be paid when due to the taxing authority.
Insurance Procurement Fee[1]	Reimbursement of actual costs of insurance, plus 10% administrative fee	Upon demand	You are required to hold and maintain your own insurance, but in the event you fail to do so, we have the right to obtain insurance on your behalf and you are required to reimburse us the premium payments.
PCI and DSS Audit Reimbursement Fee[1]	Reimbursement of actual costs of PCI and DSS audit	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.
Reimbursement Fee[1]	Reimbursement of actual costs of all amounts paid to customers, plus a 10% administrative fee	Upon demand	In the event we are required to pay any customer reimbursement amounts, you will be responsible to pay us the reimbursement amount, plus a 10% administrative fee in each instance.
Document Preparation Fee[1]	Reimbursement of our actual legal fees and administrative costs related to document preparation	Upon demand	Payable if we are required to prepare documents regarding any changes or other matters pertaining to you or your franchise business.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Marketing Assistance Fee[1]	$100 per hour	Upon demand	Payable if you request that we assist you in the development of marketing materials or promotional programs.
Area Development Agreement Transfer Fee*[1]	$10,000	Prior to approved transfer	Payable if we allow you to transfer your area development agreement and prior to our signing any approval or new agreement. However, all guarantors will remain guarantors unless otherwise released by us.

NOTES

[1] Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and are payable to us. All fees payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

We have the right to require you to establish a bank sweep, draft or other similar type of electronic funds transfer ("Operating Account") account in which you must deposit the gross sales of your outlet (not including local sales & use taxes) which account we may automatically access for any payment due us. You cannot have more than one Operating Account. You cannot close or terminate the Operating Account without receiving our prior written consent. If you fail to timely report gross sales, we may sweep an estimated amount of fees due to us. You will be responsible to pay us any amount owing if we underestimate your payment to us, and we will credit you with any overage that we charge. You must maintain at all times at least $10,000 of working capital in your Operating Account, even after you pay royalties and other fees to us. We may, at any time, require you to provide us with view-only access to your operating account.

* All fees, except those identified with an *, are the current fees and may be changed in the manuals in our discretion, provided that any increase to a specific fee may not exceed an amount equal to 100% of such fee during the current term of the Franchise Agreement.

[2] Advertising Fund. The advertising fund may be used by us for national or regional marketing and brand development programs, as we choose. These fees and requirements are uniformly imposed.

[3] Local Advertising Requirement. You must spend at least 1% to 10% of your gross sales per month to advertise your franchise business locally as determined by us. Currently, this local marketing requirement is 3% of your gross sales. We may increase the required local marketing requirement upon 60 days' notice to you; however the total local marketing requirement will not be more than 10% of gross sales per month. These fees and requirements are uniformly imposed.

Optional Local Advertising Assistance. Instead of the local marketing requirement above, you may elect to have us assist you with your local advertising. If you elect this option, you will pay us $200 per month and spend a minimum of $1,500 per month on local advertising, and this will fully satisfy your local marketing requirement. You may cancel this election at any time upon 60 days' notice to us, after which your

local marketing requirement will resume. We may increase the minimum local advertising spend upon 60 days' notice to you; however, the minimum local advertising spend will never exceed 10% of your gross sales per month.

[4] Reports. You must submit to us the following reports by the following due dates.

TYPE OF REPORT	DUE DATE
Profit and Loss Statement and Balance Sheet, and Labor	The 25th day of the following month
State Tax Return	The 15th day of the following quarter
Federal Tax Return	April 16th of each year
IRS Form 941 (Employer's Quarterly Federal Tax Return)	Within 15 days of submission

We may also require other reports from time to time, including gross sales reports, inventory and labor expense reports, and other operational information reports. We reserve the right to change the due date for all reports as set forth in our manuals.

[5] Liquidated Damages. If this Agreement is terminated, other than for non-renewal or mutual termination, and because of the difficulty of calculating damages caused by lost future royalties: (a) you agree to pay us the average royalty payment from the previous 12 months multiplied by 36 months or the remaining term of your franchise agreement, whichever is less. Such amount will be reduced to the present value of such payments as of the date of termination utilizing an interest rate of 5%. Such liquidated damages only cover our damages for lost royalties and does not cover any other damages or waive any of our other rights.

[6] De-identification Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations, you agree to pay us $500 per day for each day that you are in default, as a reasonable estimate of the damages suffered by us.

[7] Automatic Debit. In the event you fail to comply promptly with any of your post termination de-identification obligations, to prevent further injury, we may hire a third-party or use our own personnel to de-identify your unit and/or to carry out any other obligations on your behalf, for which costs you will be responsible. These costs will include any attorneys' fees and costs associated with enforcing your post-termination obligations. Upon termination, we may automatically debit your account $10,000 in anticipation of the costs associated with enforcing your post-termination obligations. This post-termination fee obligation will not affect our right to obtain appropriate injunctive relief and other remedies to enforce the franchise agreement and your obligations.

[8] Indemnification. You must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees arising out of or related to, or in any way connected with you or your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities.

[9] System Non-Compliance. In our sole discretion, we may issue you a fine for violations and alleged violations of the franchise agreement and/or manuals. We may rely on any evidence available to us that such violations have occurred, including customer complaints or reports that we find credible, in our sole discretion. The amount of the fine will be set forth in the manuals and may be issued for each violation. We may update the fines in the manuals from time to time. We may also concurrently send you notice to correct the violation. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(FOR A TEE BOX LOCATION)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$49,500	Lump sum	At signing	Us
Opening demo and golf fitting equipment[2]	$1,000 - $5,000	Lump sum	Before opening	Us or Affiliates
Grand Opening Fee[3]	$5,500 - $10,000	Lump sum	Before opening	Us or Affiliates
Initial training, travel, lodging, food, and other expenses while training[5]	$2,500 - $5,000	As incurred	Prior to and during training	Airlines, hotels, and restaurants
Real estate and improvements[6]	$275,000 - $375,000	As incurred	As negotiated	Suppliers and contractors

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Rent – 3 months[7]	$18,000 - $42,000	As incurred	As negotiated	Landlord
Professional fees[8]	$5,000 - $10,000	As incurred	As incurred	Professional architects, engineers, accountants, and attorneys
Equipment, furniture, fixtures, décor, and supplies[9]	$350,000 - $425,000	As incurred or leased	Before opening	Suppliers
POS system, computer hardware, and software[10]	$6,000 - $8,500	As incurred	As negotiated	Suppliers
Signs[11]	$7,500 - $12,500	As incurred	Before opening	Suppliers
Misc. opening costs[12]	$2,500 - $5,000	As incurred	As incurred	Suppliers, utilities, etc.
Opening inventory[13]	$0 - $1,000	Lump sum	As negotiated	Suppliers
Additional funds - 3 months[14]	$7,500 - $15,000	As incurred	As negotiated	Suppliers, employees, etc.
TOTAL[15]	$730,000 - $963,500	***Does not include royalties or marketing fees.**		

NOTES

[1] Initial Franchise Fee. The initial franchise fee and all other fees payable to us are non-refundable and uniform for all franchisees. We do not finance any portion of such fees.

[2] Opening demo and golf fitting equipment. You will purchase from us or our affiliate demo gear, golf fitting equipment, and other technological equipment that we require to be used in your franchise business.

[3] Grand Opening Marketing Fee. We will use the grand opening marketing fee towards the grand opening of your store.

[5] Initial Training, Travel, Lodging, Food, and Other Expenses While Training. You are responsible to pay all travel, lodging, food, and other expenses for your attendees during training, directly to the supplier (hotels, airlines, restaurants, rental car companies, etc.). There is no restriction on the number of management level employees that can attend this training. These estimates assume that you will have 4 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation.

[6] Real Estate and Improvements. You must purchase or lease a suitable location for your franchise business. We must approve of your location. Costs of commercial property or leases and improvements vary widely based on location, terms of the lease, the total area of your space as well as construction and material costs. Your landlord may provide you with a tenant improvement allowance as part of your lease, which has not been included as part of these estimates. We estimate that your tenant improvement allowance, if any, will range from $0 to $200,000, depending on the landlord, market conditions, and lease negotiations. We have not included an amount for the purchase of real property because such cost varies widely per location and we recommend that you lease your location instead of purchasing. You should review these costs with a local contractor, commercial real estate agent and other professionals.

[7] Rent. Your space will vary depending on your needs, but we estimate you will need between 4,000 and 5,000 square feet, and we estimate your lease to be between $78,000 to $175,000 per annum, depending on your location. This estimate amount includes an estimate for the cost to lease your commercial property for 3 months until your business is operational. Our estimates also assume you pay a security deposit equal to 1-month's rent, and that you begin paying rent when (or shortly before) you open for business. For this to occur, you would need to negotiate a "free rent" period for the time it takes to build out your business. You may be able to negotiate additional free rent or reduced rent periods after opening as well. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. Due to the vastly different prices in real estate throughout the country, we have not included an estimate for the cost to purchase and/or build a location in the table above.

[8] Professional Fees. You must employ and pay a licensed architect preapproved by us to accomplish and prepare and develop a preliminary set of plans, specifications, and related construction documents, and to prepare a full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes for your Tee Box® franchise business. You must hire a local engineer or builder to construct or improve your premises according to such plans. This estimate may vary widely from the professional costs in your area. There is no allowance included in this estimate for site planning, landscape planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, civil or structural engineering. Additionally, this fee estimate does not include an allowance for bid or contract administration or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work. You may also elect to hire other professionals, including attorneys and accountants, to assist you in the establishment of your Tee Box® franchise business.

[9] Equipment, Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of golf simulator equipment, gym equipment, golf clubs and supplies, club fitting gear and equipment, turf, putting greens, golf balls, coaching aids, kitchen equipment, utility sinks, counters and shelving, refrigeration, utility shelving, millwork, chairs, tables, interior design, lighting, interior décor, office supplies, small wares, and similar equipment and supplies. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us, we require immediate payment.

[10] POS System, Computer Hardware, and Software. You will be required to initially purchase and use our designated POS system, software, including golf simulator software, fitness software, training software, and golf academy programs, and the following computer hardware: a laptop or desktop computer, televisions, and other required technology and equipment. You must also use Quickbooks software and follow our accounting procedures and line items as provided in our policies and procedures manual. We may furnish you with a chart of accounts and line items that you and your accountant must follow. We will have independent access to any information or reports on this computer and/or software system. We require ongoing access to this information.

[11] Signs. At least 1 exterior sign displaying the trademark and 2 interior signs are required. These signs may be made locally. All signs must conform to our specifications. All purchase agreements or leases must be negotiated with your suppliers. You must also use the location's monument sign if available.

[12] Miscellaneous Opening Costs. These miscellaneous costs include legal and consulting fees, utility costs, business entity organization expenses, marketing costs, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history. We strongly recommend that you hire a lawyer, accountant, and other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

[13] Opening Inventory. Opening inventory items include golf balls, apparel, golf clubs, food and drink items, and other items required to operate a Tee Box® franchise business. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. Opening inventory items do not include napkins, utensils, or similar items intended to aid in the consumption of food at your location.

[14] Additional Funds. This estimates your operating expenses during your first 3 months of operations, including labor, general and administrative, and similar operating expenses, not taking cash flows into account. You must maintain adequate working capital reserves sufficient to keep your business in operation for at least 3 months, not including cash flows. This amount cannot be less than $10,000. It is a default of the franchise agreement if your operating account drops below this amount at any time even after royalties and other required fees to us have been paid. We have relied upon the experience of our principals and franchisees to compile these estimates. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing.

[15] Total. These figures are estimates for the development of 1 franchise unit. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not.

AREA DEVELOPMENT AGREEMENT FEES
(ESTIMATED FOR 3 LOCATIONS)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development fee[1]	$148,500 (assuming the purchase of 3 locations)	Lump sum	At signing	Us

NOTES

[1] Development Fee. If you enter into an area development agreement, you will pay a one-time, non-refundable fee at the time of signing equal to $49,500 multiplied by the number of franchise units to be developed. This amount is credited towards the initial franchise fee of each franchise as developed. The current initial franchise fee for each franchise unit is $49,500. You must sign the then-current franchise

agreement for each unit to be developed. There is no minimum number of locations required to be opened under an area development agreement. This fee is non-refundable, except as described below. In addition to the development fee, you will incur all of the expenses set forth in the Item 7 Table above for a single franchise for each Tee Box® franchise that you agree to establish under an area development.

If we determine that you are not well suited to be an area developer and terminate the area development agreement early as allowed in the agreement, you will receive partial refund of the development fee equal to the initial franchise fee that was current at the time of signing the area development agreement multiplied by the number of franchise units for which franchise agreements have not been executed as of the date of termination. Any refund is contingent upon signing a general release in the form and substance that is acceptable to us.

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing or leasing certain items or services according to our specifications, from approved suppliers. You must not deviate from these methods, standards, and specifications without our prior written consent.

You must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications, which we may change from time to time, as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item?	Is the franchisor or an affiliate the only approved supplier of this item?
Golf simulation equipment	Yes	No
Gym equipment	Yes	No
Golf clubs	No	No
Turf	Yes	No
Putting greens	Yes	No
Golf balls	No	No
Apparel	Yes	No
Fitness programming	Yes	No
Fitness software	Yes	No
Coaching aids	Yes	No
Training software	Yes	No
Golf academy programs	Yes	No
Food and beverage items	No	No
Club fitting gear and equipment	Yes	No
Electronics (iPad, Televisions, etc.)	Yes	No
Customized fixtures	Yes	No
Accounting procedures	Yes	No

Specialized software and applications	Yes	No
POS system and software	Yes	No
Security system and software	Yes	No
Signs	No	No
Logoed products	Yes	No
Audit and compliance programs	Yes	No
Décor	Yes	No
Uniforms	Yes	No
Specialized tools and equipment	Yes	No
Advertising materials	Yes	No
Secret shopper programs	Yes	No
Website Management and SEO	Yes	No

We may designate new or additional required equipment, products, materials, or services, and new or different suppliers of such items (including us or our affiliates), and you must purchase or lease any such items as we require.

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and 2,000,000 products and completed operations aggregate.
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.

Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$25,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.
Government required insurances	You must maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

Policy Requirements. Other than worker's compensation, these policies must insure you and us (Tee Box Franchising, LLC**)** and Our nominees as additional insureds, without regard to any other insurance program that we may have in effect, against any liability that may accrue by reason of, or relating to, your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations and within 15 days of any request which we may make from time to time.

Our insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. Your lease may require higher amounts with which you are required to comply. In the event of damage to your premises covered by insurance, the proceeds of any such insurance must be used to restore the facility to its original condition as soon as possible (not more than 180 days) unless We consent otherwise in writing.

If you fail to obtain insurance and keep the same in full force and effect, we may obtain this insurance at our discretion and you will pay us upon demand the premium costs, plus an administrative fee in the amount equal to 10% of all such costs. We may periodically increase the amounts of coverage required and/or require different or additional coverage. You will also procure and pay for all other insurance required by city, state and federal law.

Approved Suppliers

We will designate all approved suppliers and the specifications for designated products, equipment, and services that you must use in operating your Tee Box® Business. You must purchase these designated items and services only from our approved suppliers or as otherwise authorized by us in writing. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You must receive our prior written approval to deviate in any manner from our specifications. We reserve the right to designate additional or different approved suppliers and specifications.

None of our officers have an ownership interest in any of our suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of purchases or leases from approved or required sources will represent 70% to 90% of your overall purchases in opening your franchise business and 70% to 90% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

We and our affiliates may derive revenue from the sale of goods and supplies sold directly to you, or we may receive a fee or rebate from approved suppliers based off purchases from our franchisees. In the 2025 fiscal year, our revenues from the sale of these products and services to franchisees was $0 or approximately 0% of our total revenues of $2,401,422. We anticipate that about 1% of our revenue will be derived from franchisee purchases of such products and services in the next fiscal year. We may revise these amounts and seek additional rebates and compensation from current and future sources.

We and our affiliates may derive income through mark-ups on the prices we charge you for goods and services sold or provided by us. Additionally, we and our affiliates may receive fees or other compensation from the suppliers of these goods and services. Mark-ups will generally not be more than 100% for any good or service, with typical ranges currently estimated to be 20% to 30% for services and 30% to 40% for goods. We and our affiliates may receive a fee, payment or other compensation from other suppliers of these goods and services, and we reserve the right to do so in the future.

Non-Approved Suppliers

You may request to use a particular supplier by making appropriate application to us. We will evaluate whether such supplier meets the specifications and requirements of our system, at our discretion. We do not make our criteria for approving suppliers available to franchisees.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier meets our specifications. Before beginning our evaluation, you will be required to pay a supplier evaluation fee of $1,000, plus our reasonable expenses. The evaluation fee and other costs are not refundable regardless of whether or not we approve of a supplier. We will notify you in writing, within 30 days as to whether the supplier has been approved. We may make changes or alterations in the standards and specifications for approving suppliers. At our discretion, we may revoke our approval from an approved supplier within 30 days' written notice to you.

Standards and Specifications

We issue specifications and standards to you for applicable aspects of the franchise in our manuals and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

Other than as stated above, there is no obligation for you, under the terms of the franchise agreement, to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Agreements with Vendors and Suppliers

We can negotiate on your behalf and bind you regarding agreements and licenses with suppliers, vendors, or other third parties affecting, or beneficial to our system, including license agreement with third party-brands that we desire to utilize in our system or in conjunction with our products. You must promptly execute any documents and agreements in connection such suppliers, vendors, and other third parties as we request. We may require you to comply with the requirements of such suppliers, vendors, or other third parties, including their electronic funds transfer, ACH, or other automatic withdrawal program.

Negotiated Arrangements

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We may require you to place orders for ingredients designated by us by specified deadlines. If you fail to do this, we may order such ingredients for you at your expense.

Except as may be specified above, at this time there are no purchasing or distribution cooperatives.

Benefits Provided to You for Purchases

We do not provide material benefits to franchisees based on the franchisee's purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 4.1 and 4.2 of the franchise agreement and Section 3.2 of the area development agreement	Item 11
b.	Pre-opening purchases/leases	Section 8.4 and paragraphs 6.1.3, 6.1.10, 6.1.12, and 7.1 of the franchise agreement	Item 8
c.	Site development and other pre-opening requirements	Section 4.3 and 4.4 of the franchise agreement	Items 7 and 11
d.	Initial and ongoing training	Paragraphs 6.1.4 and 6.1.5 and sections 7.3 and 7.4 of the franchise agreement	Item 11
e.	Opening	Sections 4.4 and 7.3 of the franchise agreement	Item 11
f.	Fees	Article V of the franchise agreement and Article IV of the area development agreement	Items 5 and 6
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX of the franchise agreement and Article VI of the area development agreement	Items 8 and 11
h.	Trademarks and proprietary information	Article III of the franchise agreement and Articles VII and VIII of the area development agreement	Items 13 and 14

	Obligation	Section in Agreement	Disclosure Document Item
i.	Restrictions on products/services offered	Article VIII of the franchise agreement	Items 8 and 16
j.	Warranty and customer service requirements	Section 8.5 of the franchise agreement	Item 11
k.	Territorial development and sales quotas	Section 1.6 of the franchise agreement and Sections 3.1, 3.2, 3.3, and 3.4 of the area development agreement	Item 12
l.	Ongoing product/service purchases	Article VIII of the franchise agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.8 of the franchise agreement	Item 11
n.	Insurance	Paragraph 6.1.10 of the franchise agreement	Item 8
o.	Advertising	Article X of the franchise agreement	Items 6 and 11
p.	Indemnification	Section 15.2 of the franchise agreement and Section 6.7 of the area development agreement	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.6, 6.1.7, 6.1.9, and 6.2.3 of the franchise agreement	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5 of the franchise agreement	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(iv) of the franchise agreement	Items 6 and 11
t.	Transfer	Article XIV of the franchise agreement and Article XII of the area development agreement	Item 17
u.	Renewal	Section 2.2 of the franchise agreement	Item 17
v.	Post-termination obligations	Section 12.1 of the franchise agreement and Article X of the area development agreement	Item 17
w.	Non-competition covenants	Article XVI of the franchise agreement	Items 14, 15 and 17
x.	Dispute resolution	Articles XVII and XIX of the franchise agreement and Articles XIV and XV of the area development agreement	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
y.	Compliance with government regulations	Sections 4.1, 4.3, 6.1.9, and 16.1 and paragraphs 6.1.1 and 6.1.10 of the franchise agreement	Item 12
z.	Guarantee of franchisee obligations	Paragraph 6.3.1 of the franchise agreement and Section 5.3 of the area development agreement	Item 15

ITEM 10
FINANCING

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

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

Except as listed below, Tee Box Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we will:

1) Designate your territory [franchise agreement section 1.1].

2) Approve of your site. However, we do not assist in locating a site. That is your responsibility. However, we must approve of your site before a lease is entered into and you begin construction. Our decision to approve or disapprove the proposed site is based upon our estimation of how the proposed site will affect our marks, taking into account the following general criteria: access, appearance, traffic, general population, number of and types of businesses in the territory, parking, square feet, general vicinity, and other aspects that may affect our marks. We do not prepare demographic studies or otherwise determine a need for these services or products within your territory evaluate the potential success of your proposed site. Site approval or disapproval should be completed by us and notice provided to you in writing, within 30 days or less after you have notified us in writing of a prospective site. We do not lease properties to you and we do not assist you in negotiating the purchase or your lease of your site [franchise agreement section 4.1].

3) Make available general written specifications for equipment, signs, fixtures, opening inventory, supplies, and other items listed in Item 8. We will provide the name of approved suppliers, but we do not offer assistance in the purchase, delivery, or installation of any of these items [franchise agreement paragraph 7.1.1].

4) Provide you with the names of approved suppliers [franchise agreement paragraph 7.1.1].

5) Provide you preliminary design plans for your franchise business. You must adapt your franchise business to our general specifications at your own expense, in accordance with local, state, and federal laws, rules, and ordinances. Other than providing you with the general specifications, we do not assist you with the construction, remodeling or decorating of the premises [franchise agreement section 7.1].

6) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential and will remain our property and may be used by you only in association with the Tee Box® franchise business and only during the term of the franchise agreement. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. The table of contents of the operations manual is included as Exhibit "G" to this disclosure document. Our operations manual is in electronic format and is approximately 99 pages [franchise agreement article IX].

7) Provide an initial training program for you and your primary owner, which is described in detail below [franchise agreement section 7.3 and paragraph 6.1.4].

8) Use your grand opening fee to support your grand opening marketing activities, which may include sending a team of one to three of our personnel to assist with your grand opening. We determine the amount of the grand opening fee and the number of personnel we send in our sole discretion based on our assessment of the demographics and characteristics of your territory.

Site Selection and Commencing Operations

You will have 4 months from the date of the franchise agreement to have a site selected and have a lease in place for your franchise business. If within 4 months from the date of the franchise agreement you and we have not agreed on a site, you fail to have selected a suitable location, or you fail to have a lease in place for you franchise business, we may terminate the franchise agreement and your initial franchise fee will be forfeited [franchise agreement section 4.1].

Before the lease agreement is signed, we must approve of your location. You must ensure that you are the only golf training, driving range, equipment fitting, or simulator business in your shopping center or building [franchise agreement paragraph section 4.2.4]. Unless waived by us in writing, you must hire a local real estate broker familiar with retail/restaurant tenant representation to help you locate a site [franchise agreement section 4.1].

Construction must be started within 6 months from the date of the franchise agreement and be completed within 11 months from the date of the franchise agreement. You are required to begin operations within 30 days after construction is complete and not more than 12 months after your franchise agreement is signed [franchise agreement section 4.3].

Failure to meet these deadlines may result in a termination of the franchise agreement without a refund [franchise agreement article IV].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 9 to 12 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, training, and delivery and installation of furniture, fixtures, equipment, signs, supplies, and opening inventory items. You are required to commence operations not later than 30 days following completion of your premises and in no case later than 12 months from signing this Agreement.

You must give us at least 30 days' written notice before opening your franchise business location. We have the right to inspect and approve your premises and operations prior to opening [franchise agreement section 4.4].

Assistance During Operation

During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of, or change in, products, equipment, and services [franchise agreement section 9.1]. You must incorporate all such modifications within the time periods that we specify. [franchise agreement paragraph 6.2.2(iii)].

2) At your reasonable request or at our discretion, provide assistance, either remotely or in person. For additional in-person assistance, you may be charged a fee and be required to cover travel, lodging, food, and other expenses [franchise agreement section 7.2].

3) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. You are not allowed to use a non-approved email for business purposes involving the franchise business [franchise agreement paragraph 6.2.2(i)].

During the operation of your franchise business, we may:

4) Hold periodic conferences and seminars, which may be through online webinars, videos, live video conferencing or other electronic media, phone conference or in person, to discuss improvements, training, developments, mutual concerns, and business issues. Attendance is mandatory for you, your primary owner, and all owners of your franchise entity. We may charge a charge a conference fee, and you may be required to pay all travel, lodging, food, and other living expenses of your attendees. These conferences and seminars will be held at various locations chosen by us [franchise agreement paragraph 6.1.13].

5) Make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Upon our request, at reasonable times, you will provide to us a video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals [franchise agreement paragraph 6.2.2(iv)].

6) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.2].

7) To the degree permitted by law, establish maximum or other pricing requirements for the retail prices you may charge for products and services [franchise agreement paragraph 6.1.11]. You must honor all coupon, price reductions, and other programs established by us [franchise agreement section 6.2.2(ii)].

8) Replace defective products purchased directly from us, based on our standard limited warranty. For items purchased through third parties or an affiliate, you must work directly with your supplier or manufacturer of such items regarding warranties, defective products, training and support [franchise agreement section 8.4].

Employment Matters

We do not assist you with the hiring, firing, managing, or compensation of your employees. That is your responsibility. We do not assist you in employment related decisions or in creating any policies or terms and conditions related to the management of your employees or their employment. If we provide any comment or guidance regarding employment matters, it is provided only as a sample or for your general consideration. It is your sole responsibility to comply with local, state, and federal employment laws [franchise agreement paragraph 6.1.9].

Advertising and Promotion

We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement sections 10.2].

At your request, we may assist you in the digital development of your advertising and marketing materials at a cost to you of $100 per hour or our then-current rate as set forth in the manuals. Marketing is primarily done by us. You may not develop advertising and marketing materials for your use without our prior written approval. The development of such materials will be done at your cost. Any advertising or marketing you create becomes our property and will be considered "works for hire" that can be used by us or other franchisees without compensation to you and may be made available on our website. All advertising must be submitted to us for approval prior to use. If you do not receive written approval or disapproval within 10 days of the date we received your submission, the materials submitted are deemed disapproved [franchise agreement sections 3.11 and 10.2-10.4 and paragraph 3.11].

Advertising Fund

Although, under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system or any particular location, we currently maintain and administer a national advertising, marketing and development fund (referred to as the "advertising fund/brand development fund/marketing fund" in the franchise agreement) for local, regional or national marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system [franchise agreement section 10.1].

You must contribute 2.5% of your gross sales per month to the fund. Contribution to the fund is required of all franchisees. We and our affiliates do not contribute to this fund [franchise agreement section 10.1].

We are responsible for administering the advertising fund. We will direct all uses of the advertising fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used regarding these programs (which may include all forms of digital and social media, Internet, radio, television, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (which may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (which will be local or regional); and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1].

We are not required to spend any amount on marketing directly in the area or territory where you are located. Advertising funds may be used to solicit additional franchisees, but this will not account for more than 50% of the fund [franchise agreement paragraph 10.1.2].

We may use the marketing fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in advertising fund activities.

Advertising Expenditures in the Last Fiscal Year

Because we are a new franchise, we do not have an accounting of the use of marketing funds in our prior fiscal year. The advertising fund is unaudited. You may request an unaudited report summarizing marketing fund expenditures for the prior calendar year. We will provide the report within 60 days of receiving your written request, provided that you may not make a request until at least 90 days after the end of the prior calendar year.

Advertising Fund Council

No franchisee advertising council is anticipated at this time, though we reserve the right to require an advertising council to be formed, changed, or dissolved at any time.

Advertising Cooperative

You are not required to participate in a local or regional advertising cooperative at this time, but we reserve the right to require cooperatives (including the areas and governing rules) to be formed, changed, dissolved, or merged at any time. You are required to participate in a local or regional advertising cooperative when established or approved by us. The area of any cooperative marketing association will be based on regions determined by us. Upon the formation of an advertising cooperative, you will be deemed to be a member of that association that covers the area where your franchise is located, and you will be bound by any decisions made by the association upon a majority vote by voting members (or other voting requirements as determined by us). Non-traditional units may not be required to participate in cooperative marketing. You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by us or by the cooperative and approved by us. At this time, these governing documents are not available. Voting will be on the basis of one vote per company-owned location and one vote per franchise in good standing within the cooperative. Members of the cooperative must make contributions pro rata based on the number of units in the cooperative. The timing and amount of contributions you make may vary according to the vote and rules of the advertising cooperative, but will not exceed your required annual local marketing percentage in any single year, unless a majority of the members in your advertising cooperative vote to increase the contribution percentage. This is in addition to your contributions made to the marketing fund. We and our affiliates do not contribute to advertising cooperatives. We have no franchise businesses that do not contribute to advertising cooperatives. However, contributions by our franchisees to advertising cooperatives may not be uniform. We may require the cooperative, at the cooperative's expense, to prepare unaudited annual financial statements and these will be available for review by all franchisees in the cooperative and us. [franchise agreement section 5.3.3].

Other Marketing Funds

At this time, you are not required to participate in any other marketing funds or advertising cooperatives.

Internet and Social Media

You may not create a website or social networking site or engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction style websites such as, eBay, Craigslist or Amazon.com, for your franchise business without our prior written permission. If we do provide written approval to create your own website or social media for the franchise business, all content must be pre-approved by us in writing, and you are required to provide us administrative access, account information and other information related to any of your websites and social media. If we allow you to use social media in your business, all social media you develop or use must be attached only to the email address we provide to you or approve. Additionally, any website or social media you are allowed to create must be ADA compliant. You may be allowed to place pre-approved information concerning your franchise business on our website and social networking sites such as Facebook, Twitter, and Instagram as developed by us. You may not claim any web listing on sites such as Yelp or Yellowpages.com. You must strictly comply with our policies and procedures regarding websites, social media, and Internet marketing. We reserve the right to restrict your right to use these sites in the future [franchise agreement section 10.4].

You must at all times maintain and frequently check a valid email address known and available to us, to facilitate our communication with you.

Computer / Point of Sale System

You are required to purchase a computer system, televisions, specialized software and applications, as designated by us. We require the use of our point of system to be purchased from us or a designated supplier. The POS system will provide:

- Reporting of sales
- Time keeping for employees
- Tracking of costs and cost of goods sold
- Inventory management
- Calendaring
- Online ordering
- Gift card tracking
- Credit card payment
- Coupon tracking
- Management and purchase tracking

We will have independent access to the information and data collected or generated by your computer, software, and the POS. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. We may require updates and upgrades to your computer hardware, software and POS system at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade and support your computer to be between $0 and $1,500. You are We are not required to maintain, repair, update and/or upgrade your computer or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or POS system. [franchise agreement paragraph 6.1.12]. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer. We are not responsible for claims or damages incurred by you as a result of you using our POS system [franchise agreement section 8.5].

Your monthly technology fee (currently $1,000 per month) as stated in Item 6 will be used by us, in our discretion, to cover some or all of the cost of website management, search engine optimization, Revel TV software, Tee Box application software, Google Suite software, Tee Box Portal software, and business intelligence software. The estimated cost for the purchase of the computer is approximately $1,500. We

currently require you to purchase and use designated artificial intelligence software at an estimated cost of around $5,500 to $6,500 per year. The estimated cost for the purchase of the point-of-sale system is $20 per month per unit (totaling $80 per month to $200 per month for 4 to 10 hitting bays), and the software company currently charges ongoing fees depending on the type of payment, ranging from around 3% to 4%. More information on the type of fees can be found here: https://connect.clover.com.

Loyalty Programs

You are required to participate in the loyalty, gift card, discount, and coupon programs as developed by us, and you must accept Tee Box® gift cards at your location [franchise agreement paragraph 6.2.2(ii)].

Accounting

We also require you to use the QuickBooks Online accounting system. Currently, QuickBooks Online is provided via a monthly subscription fee of approximately $70 to $100 per month. We require that we have independent access to your account. We also reserve the right to require you to follow our accounting procedures and line items, including standardized profit and loss statement templates, balance sheet templates, and charts of account as we may designate [franchise agreement section 5.5 and paragraph 6.1.12 (i)].

You will be required to use only the standardized profit and loss statement templates and balance sheet templates that we will provide you [franchise agreement section 5.5(i)].

Merchant Provider

At your sole cost and expense, you are required to use our designated merchant services or payment processor, and to pay all monthly, annual, service, and upgrade fees as determined by such provider. The required or designated provider may change at any time and you are required to comply with any changes and are solely responsible for the fees associate with any changes [franchise agreement paragraph 6.1.12(iii)].

Communication

We will set up an initial email account at no cost to you. You must only use this account in all communications regarding your franchise business [franchise agreement section 5.10].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for you or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to this variance yourself. We may deny any or all of the above services to you while you are in breach of the franchise agreement or in default in the discharge of any of your obligations to us [franchise agreement sections 7.8 and 20.15].

Area Development Agreement

Your rights under the area development agreement are territorial only and do not give or imply a right to use our trademarks or system. Our only obligation is to provide a territory where you have the option to develop the number of Tee Box® franchise businesses provided in the area development agreement. After you have identified a potential site for a location, we must approve the location. Our approval of the site and the territory boundaries of the franchise business will be determined solely by us and based on our then-current standards [area development agreement article II and franchise agreement section 1.1]

Initial Training

Your primary owner is required to successfully complete our initial training program prior to opening of your franchise business, the first part of which is an online partially self-guided training course which takes approximately 30 to 50 hours, over a 13-to-20-week period, to complete. The second portion of training, which is an in-person training conducted by our trainers at our training facility in Centerville, Utah (or another location designated by us), which currently lasts around 2 to 4 days. The first and second (if we require) parts of the initial training must be completed at least 2 weeks before you open. The third and final part of the initial training is an in-person training conducted by our trainers at your store for around 2 to 4 days. This typically will occur during and through your grand opening. We may send one or multiple trainers, in our discretion, to your location during this training. The total length of training is generally 7 to 15 days but could be longer if your primary owner fails to successfully complete the training. [franchise agreement section 7.3 and paragraph 6.1.4].

You must provide us a valid certificate of occupancy for your premises before we send any representatives to provide in-person training at your premises. If you postpone or reschedule the opening of your business from the date originally set by you, you must reimburse us for all of our costs to reschedule our opening assistance for you. Successfully completion of the initial training program is determined by our trainers and training must be completed to our satisfaction. Failure to have your primary owner successfully complete initial training is a default of the franchise agreement. Your Primary Owner, other owners, and designated manager are permitted to attend the initial training for up to 4 individuals. You must pay for the travel, lodging, food, salaries, and other expenses of your attendees. Each person must attend the same in-person training session. The estimated cost of initial training is listed in Item 5 and Item 7 and is estimated to be between $2,500 to $5,000. This estimate assumes that you will have 4 people attend and complete the training.

For reference, the "primary owner" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 25% ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealing with us.

After the initial training, you must notify us within 30 days of selecting a new Primary Owner. Any new primary owner must complete initial training. Depending on availability and advanced written notice, this training may include, at our option, an online self-guided training course and a 1-to-3-day session at your location, our headquarters, or another location selected by us. Our fee for this additional training is currently $4,000 per person to be trained. If you request to postpone or reschedule this training, you must reimburse us for any of our costs related thereto. Such training takes place from time to time as we determine. You must pay for the travel, lodging, food, salaries, and other expenses of your attendees. Attendees must sign a non-disclosure agreement before attending training [franchise agreement paragraph 6.1.4(ii)-(iii)].

Each attendee of a training program may be required to successfully pass a technical exam as a prerequisite to completing the training. Attendees must sign our brand protection agreement before attending training.

This initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management. Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM

Subject	Hours of Classroom or Online Training	Hours of on-the-Job Training	Location
Digital Marketing and Technology	2 to 4	1 to 2	Online/Your Premises
Tee Box Academy Assignments	4 to 6	0	Online/Your Premises
Inventory/Ordering	2 to 4	2 to 4	Online/Your Premises
Scheduling	2 to 4	2 to 4	Online/Your Premises
Quality	1 to 2	1 to 2	Online/Your Premises
Operations/Deliveries	4 to 6	1 to 2	Online/Your Premises
Safety/Cleaning	2 to 4	1 to 2	Online/Your Premises
Opening Week/Grand Opening	2 to 4	12 to 24	Online/Your Premises
Totals:	19 to 34	20 to 40	

[1]The entire training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time period allocated to the subjects actually taught to you and your personnel may vary based on the experienced of those persons being trained. We will provide access to our manuals during training and other handouts to facilitate training.

Our trainers may include the following individuals:

Blake Barnes, Director of Franchise Success

Blake Barnes is the Director of Franchise Success at Tee Box Franchising, LLC in Centerville, Utah. Justin has held this position since May 2025. Blake has also been a Tee Box® franchise owner since October 2024.

Brian Godfrey, Chief Operations Officer

Brian Godfrey is the Chief Operations Officer at Tee Box Franchising, LLC in Centerville, Utah. Brian has held this position since the inception of the company in June 2024. Brian is also the COO of Tee Box Enterprises, L.L.C. in Uintah Utah and has held this position since March 2024.

Justin Cheney, Senior Vice President of Franchise Implementation

Justin Cheney is the Senior Vice President of Franchise Implementation at Tee Box Franchising, LLC in Centerville, Utah. Justin has held this position since the inception of the company in June 2024.

Kyler Dearden, Head of Membership Experience

Kyler Dearden is the Head of Membership Experience at Tee Box Franchising, LLC in Centerville, Utah. Kyler has held this position since the inception of the company in June 2024.

Colby Kendell, Chief Marketing Officer

Colby Kendell is the Chief Marketing Officer at Tee Box Franchising, LLC in Centerville, Utah. Colby has held this position since the inception of the company in June 2024.

Austin Kendell, Vice President of Product

Austin Kendell is the Vice President of Product at Tee Box Franchising, LLC in Centerville, Utah and has held this position since September 2024.

Jordan Bloxham, Vice President of Golf Club Operations

Jordan Bloxham is the Vice President of Golf Club Operations at Tee Box Franchising, LLC in Centerville, Utah and has held this position since July 2023. Jordan has over 10 years of expertise in club fitting and over 20 years of experience in golf operations.

Annual Training

At our discretion, once each calendar year, at a time designated by us, your primary owner shall meet with our representatives at a location specified by us, for the purpose of discussing and reviewing your operations, status, and financial performance, and providing additional training. We currently charge a fee of $500 per person for such training session. The cost of travel, food, lodging, salaries, and other expenses of you and your attendees will be borne by you [franchise agreement paragraph 7.3.4].

We may also require you to implement a training program related to brand and trademark quality control for your employees in accordance with our manuals and all other training programs as may be specified by us from time to time [franchise agreement paragraph 7.3.2].

Interim Training

In the event of the poor performance of your franchise business as determined by the metrics set forth in our manuals, or your noncompliance with the franchise agreement or our manuals, we may elect to provide additional training as we deem advisable for a fee. Our current fee for such training is $500 per trainer, per day. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s) and your attendees and other expenses that may be incurred by us to perform such services. Such training will take place at your location or another location that we designate.

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory

The specific size of your territory is set by us based upon the population density, the business base in the territory, whether your location is in a metropolitan or rural area, and other comparable factors. There is no minimum size for a designated territory, but our territories are generally set by zip codes

that have population sizes around 100,000 to 150,000 people. We may set the boundaries of your territory based on zip code, boundary streets, highways, county lines, designated market area, radius from a specific address, and/or other recognizable demarcations.

Territory Restrictions

You are restricted to operations from the approved franchised premises and may not, without our prior written approval, open or operate another outlet whether inside or outside the territory, or to provide mobile or off-site services. You may not service customers within another franchisee's territory. You must actively sell your franchise business products and services in your territory. You do not have the right to sell products or services through other channels of distribution, including the Internet, via apps or social media, except as expressly permitted by us.

Relocation

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. You must give us at least 60 days' prior written notice of your desire to relocate. You must obtain our prior written permission if you want to relocate your franchise, and you must be able to demonstrate to us that you have the financial ability to relocate. Approval to relocate is based on the then-current criteria used in approving a new franchisee's proposed site. You must pay us a relocation fee to cover our costs to review relocation, whether or not we approve the relocation.

Advertising Within and Outside the Territory

Other franchisees may advertise within your territory and you may advertise within other territories, subject to our prior written approval.

Options to Acquire Additional Franchises

You do not receive the right or option to acquire additional franchises.

Non-exclusive Territory

You will not receive an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Non-Traditional Outlets

We and our affiliates, exclusively reserve the right to sell Tee Box® products and products under other brands we control, at our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without your territory, through non-traditional outlets without paying compensation to you. The term non-traditional outlet refers to all locations and opportunities that are not a traditional Tee Box® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations.

We expressly reserve the right to sell, market and distribute the Tee Box® and related products to all national accounts, both within and without your territory. A "national account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will, subject to compliance with applicable laws, designate if and how franchisees will sell or service national accounts.

Our Rights to Use Channels of Distribution in Your Territory

We and our affiliates exclusively reserve the right to sell, market and distribute Tee Box® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, both within and outside your territory using other using other marketing strategies and distribution channels Including the Internet, apps, social media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, and national business accounts, and/or co-branding with others without compensation to you. Through these other marketing strategies and distribution channels we may sell similar products or services in your territory under the same or different trademark, without compensation to you.

Competition by Us Under Different Trademarks

Neither we, nor our affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark, but we reserve the right to do so in the future, both within and without your territory.

Area Development Agreement

As an area developer, 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. The size of your development territory is to be negotiated. The written boundaries will be included in your area development agreement. The schedule of units to be developed in your territory are negotiated between you and us. To maintain your territorial rights, you must develop a set number of franchise businesses in accordance with the development schedule. The territory boundaries of the individual franchise businesses within the development territory will be determined solely by us and will be based on our then-current standards.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Our affiliate, The TBox, LLC, has filed for and/or currently owns the Tee Box® trademarks and has granted to us a perpetual, non-exclusive license (with an initial term of 50 years) to franchise the trademarks. The license may be terminated for our default and by each party at the end of each term as provided in the license agreement. The terms and provisions of the license agreement cannot be modified without written authorization from both parties. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks in this franchise offering.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register. All required affidavits and renewals have been filed.

Registration No.	Word or Design Mark	Registry	Registration Date	Status
7,583,433	TEE BOX	Principal	December 3, 2024	Registered
7,361,484	TBX	Principal	April 16, 2024	Registered
7,361,549		Principal	April 16, 2024	Registered

Registered Domain Names

We have registered, among many others, the Uniform Resource Locators (domain names) www.tbx.golf. You may not register or own a domain name using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must use all trademarks in strict compliance with our manuals and Tee Box® system. You must promptly modify or discontinue the use of a trademark at your cost, if we modify or discontinue it. You are prohibited from using any trademark as part of your corporate name, but you must use the name Tee Box® as part of an assumed business name or dba ("doing business as") registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Tee Box® names, derivatives or any other trademark used by us.

You may only use the trademarks with the letters "™" or "℠" or "TM" as appropriate. You are prohibited from using any trademark in the sale of any unauthorized product or service or in any manner not expressly authorized in writing by us. You are required to adhere fully and strictly to all security procedures required by us for maintaining the secrecy of proprietary information.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks, except as stated below.

Superior Prior Rights and Infringing Uses

We are aware of a company operating an indoor golf club business under the unregistered trademark: TeeBox Indoor Golf Club, located in Phoenix Arizona, which may have superior rights in the trademark. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your franchise business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your

cost. We are encouraging this company to change its name given our claim to prior rights to the TEE BOX mark.

We are aware of the trademark registration for TEE BOX (US Registration Number 5,725,888) for golf club leasing services with the option to purchase the leased clubs after a trial period. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your franchise business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost.

We are also aware of the trademark registrations for TBOXTOUR (US Registration Numbers 5,730,001 and 5,735,509) for Mobile application enabling users to participate in golf contest, view and share video of contest participation, and connect with contest playing partners. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your franchise business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost.

There may be other persons or companies that may have or claim superior rights to our trademarks, which could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate. We are not obligated by the franchise agreement to protect any rights which you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the trademarks, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the marks. We are not required by the franchise agreement to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademark.

If we decide to add, modify, or discontinue the use of an item or process covered by a trademark or other aspect of our system, you must also do so at your cost. You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, trade dress, methods, and procedures that are part of our business and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the trademarks or system belongs exclusively to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent or affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we, or our franchisees, develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

Proprietary Information

You may use the proprietary information in our manuals, and then only in connection with the system. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. As mentioned above, portions of the "system" are a trade secret or confidential and proprietary to us. You must also promptly tell us when you learn about unauthorized use of our manuals and any other proprietary information. We are not obligated by the franchise agreement to take any action but will respond to this information as we believe appropriate. If applicable, we have the right to control any administrative proceedings or litigation. We are not required to defend or indemnify you for any damages from a proceeding based on patents or copyright. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Improvements to the System

If you conceive or develop any improvements to the system, you must fully disclose the improvements to us, without disclosure the improvements to others and will obtain our written approval before using or implementing the improvements. All improvements you make to the system will be owned by us and considered a "work for hire" as defined in Section 101 of Title 17 of the United States Code.

Superior Prior Rights and Infringing Uses

There are presently no known superior rights in or infringing uses of our copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

If you or we, during the term of your franchise agreement or any interim period, conceive or develop any improvements, changes, modifications, enhancements or additions to the Tee Box® system, our copyrighted materials, manuals, website, social media, marketing materials, apps, or any other documents or information pertaining to or relating to the system, or any intellectual property related to the system or any creative concepts, marketing and promotional ideas or inventions related to the system, whether implemented in the system or not, (collectively the "improvements"), you will fully disclose the Improvements to us, without disclosing the improvements to others and will obtain our written approval before using or implementing the improvements. All improvements you create will be owned by us and considered a "work-for- hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any improvement or a derivative thereof, that you create is, for any reason, deemed not to be a work-for-hire, then you hereby irrevocably transfer and assign to us or our affiliate, all right, title, interest and

ownership including license rights, in the improvement or derivative, and you agree to execute any document necessary to effectuate the transfer and assignment. To the extent you have any moral or similar rights in an improvement or derivative, you expressly waive those rights. Any improvement may be used by us and all other franchisees without any obligation to compensate you. We reserve the right to make application for and own intellectual property relating to any such improvement, and you will cooperate with us in securing these rights. We may also consider any improvement as our trade secrets. At our discretion, we may authorize you to utilize any improvement that may be developed by you, us or other franchisees.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our patents or copyrights. We will have the discretion to take the action we deem appropriate. We are not obligated to protect any rights which you have to use the patents or copyrights, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed patents or copyrights.

If we decide to add, modify, or discontinue the use of an item or process covered by a patent or copyright, you must also do so at your cost. You may not contest, directly or indirectly, our right and interest in our patents or copyrights and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the patents or copyrights belongs exclusively to us.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Participation and "On Premise" Supervision

Your primary owner must personally participate in the direct operation and supervision of the franchise business on a full-time basis for at least the first 30 days of operation. Thereafter, your primary owner must work sufficient hours to operate your franchise business so that your franchise business is operating at maximum capacity and efficiency.

You must also maintain sufficient supplies and materials and employ adequate personnel to operate the franchise business at maximum capacity and efficiency. Your primary owner must conduct frequent inspections of the franchise business to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

Your primary owner must be available for communication with us and your store during all operating hours. Although we do not require your primary owner to be involved in the day-to-day on-premises management, except as required above, your primary owner is required to participate in your franchise business as follows: (i) be directly responsible for all accounting, reporting, bookkeeping, and decision-making regarding your franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend any annual or special meetings of franchisees called by us; (iv) be directly involved with site selection, construction, remodeling and all financial components of the franchise business; (v) be involved directly in all personnel decisions affecting the franchise business; (vi) conduct frequent inspections of the franchise business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods; (vii) be in direct contact with the

franchise business on at least a weekly basis; and (viii) be attentive and responsive to all inquiries and communications from us.

Who Must Attend and Successfully Complete Training

Your primary owner, if separate from you, must complete the initial training program.

No Competing Enterprises

Neither you, your primary owner, nor your management employees can have an interest in or business relationship with any golf training, driving range, simulator, or fitting business or other business offering products or services competitive to those of Tee Box, during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, officers, managers, shareholders, and primary owner will be required to sign our standard principal brand protection agreement to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17. (See franchise agreement exhibit A-4) Your employees will also be required to sign a brand protection agreement, and that agreement also imposes certain non-competition restrictions on management employees. Some states may impose certain restrictions on non-competition agreements. It is your responsibility to conform it to the laws and regulations of your state (see franchise agreement exhibit A-5).

Required Operations

You must operate the franchise business 7 days per week throughout the year, each Monday through Sunday, throughout the year (unless waived in writing by us), and at the hours we designate in our manuals, which may be 24 hours each day, except for the following holidays: New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. We reserve the right to require you to operate at alternate days and times.

Personal Guarantees

Any individual who owns an ownership interest in the franchisee entity must personally guarantee performance of all obligations under the franchise agreement and, if applicable, the area development agreement, and must agree to be personally bound by and liable for any breach of those agreements. This guarantee places your personal assets at risk if your franchise business fails.

Owners of the Franchise

You must disclose to us all of the individuals and entities, along with all of their sub-owners down to the level of their individual owners, who own any interest in your franchise business and each of their states of residency. We reserve the right to decline entering into a franchise agreement and area development agreement with you or approving a transfer of your franchise agreement and area development agreement, your entity, or your franchise business if your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by us in our sole discretion.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to

add, modify, or delete products and/or services that you will be required to offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all of products and services. You may sell such approved products and services to all customers within your territory, except that we exclusively reserve the right to sell Tee Box® products and outlets through non-traditional franchises at our discretion, both within and without your territory, without paying compensation to you.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The franchise term begins upon signing the franchise agreement and ends 10 years thereafter.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of a franchise term, you have one successive option to enter into a successor franchise agreement for an additional term of 10 years. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew your franchise agreement with us, you must, among other things, not be in default, pay a successor franchise fee, modernize your franchise business to the then-current standards, sign a general release (subject to applicable state law), and sign the then-current franchise agreement, which may have materially different terms and conditions from the original agreement. You are required to give us notice of your intent to renew your franchise agreement between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law).
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement (subject to applicable state law).

	Provision	Section in Franchise or other Agreement	Summary
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1; Section 10.3 of the Area Development Agreement.	We can terminate your franchise agreement if you materially breach and fail to cure. We may also terminate if your immediate family member has any interest in a competing business. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below). A default or termination, expiration, abandonment, or cessation of operations under any franchise agreement or area development agreement with us or our affiliates will constitute a cross-default under this agreement, entitling us to terminate any franchise agreement, area development, and any other agreements between the parties upon written notice, without a separate cure period except as required by applicable law.
g.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-R	Non-curable defaults include conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, and trademark misuse.
h.	"Cause" defined - curable defaults	Paragraphs 11.1 S-X	You have 24 hours to 30 days to cure certain material defaults of the franchise agreement.
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc., (see also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, ownership change, the sale of substantially all of your assets, etc.

	Provision	Section in Franchise or other Agreement	Summary
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include that you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for new transferee arranged, new transferee signs the then-current franchise agreement, a release is signed by you, etc. These conditions are subject to state law. (See state specific addenda.)
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 60 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Section 13.1	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 60 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all of your rights and interests in and under the franchise agreement and your franchise business at fair market value (subject to applicable state law).
p.	Death or disability of franchisee	Section 14.10	Within 180 days of death or disability, your new primary owner must be appointed, approved, and trained, if applicable, or the franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained primary owner is in place for which fees will apply. We have the right to approve of your heirs and personal representative and new primary owner.

	Provision	Section in Franchise or other Agreement	Summary
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in competing business anywhere without our written consent, subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory or within 25 miles of your territory or within 25 miles of any other Tee Box® franchise or company or affiliate owned Tee Box® business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months, subject to state law. For a period of 2 years from termination, transfer, or expiration of your franchise agreement, you must also not divert or attempt to divert any business or customer from us or our franchisees or injure our goodwill; influence or attempt to influence your previous clients or other franchisees to discontinue their contracts with us.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t.	Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All discussions or promises outside the disclosure document and franchise agreement may not be enforceable. Nothing in this, or any related document, is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes there must be a face-to-face meeting, mediation and arbitration/litigation (see state specific addenda). All disputes must be resolved by arbitration in Utah (subject to applicable state law).

	Provision	Section in Franchise or other Agreement	Summary
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake County or the county where our then-current headquarters is located (subject to state law).
w.	Choice of Law	Sections 19.1 and 19.5	Utah law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Area Development Agreement

	Provision	Area Development Agreement	Summary
a.	Length of the Area Developer Agreement	Section 3.5 & Exhibit B	The term is the negotiated development period
b.	Renewal or extension of the term	Not Applicable	Not Applicable
c.	Requirements for developer to renew or extend	Not Applicable	Not Applicable
d.	Termination by developer	Not Applicable	Rights to terminate are subject to state laws.
e.	Termination by franchisor without cause	Sections 9.1.4 and 10.2	We must have cause to terminate the area developer agreement, except if we determine, in our sole discretion, that you are not well suited to acting as a Tee Box® area developer. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully

	Provision	Area Development Agreement	Summary
			perform the terms and conditions of such franchise agreement(s).
f.	Termination by franchisor with cause	Sections 9.1 and 10.2	We can terminate if you are in default of your agreement. In the event we terminate your area developer agreement, you may continue to own and operate all units that you have developed and that are in compliance and not in default and each unit continues to faithfully perform the terms of each franchise agreement. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s). If you are in default of your area development agreement, we may terminate your franchise agreement(s) and/or any other agreements between you and us. Also, if you are in default of one or more of your franchise agreements, we may terminate your area development agreement and/or any other agreements between you and us.
g.	"Cause" defined – curable defaults	Sections 9.1.2, 9.1.3, and 10.2	You have 45 days to cure a development schedule default and 30 days to cure certain other material defaults of the area developer agreement. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your

	Provision	Area Development Agreement	Summary
			respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
h.	"Cause" defined – non-curable defaults	Section 9.1.1 and 10.2	Non-curable defaults: conviction of felony, fraud, failure to pay, insolvency, repeated defaults even if cured and abandonment, defaults of any of your franchise agreements, etc. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
i.	Developer's obligations on termination/non-renewal	Section 10	We may sell in your development territory and you may continue as a franchisee pursuant to your signed franchise agreements.
j.	Assignment of contract by franchisor	Section 12.1	No restrictions on our right to assign.
k.	"Transfer" by developer - defined	Section 12.2	Includes assignment and transfer of contracts, security interests and ownership change.
l.	Franchisor approval of transfer by developer	Section 12.2	We have the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 12.2	You are not in default, transferee is trained and signs the then-current area developer agreement, and a release signed by you.

	Provision	Area Development Agreement	Summary
n.	Franchisor's right of first refusal to acquire developer's business	Section 12.5	We can match any offer for your business within 60 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of developer	Section 12.6	Your heirs or personal representative will have the right to continue to fulfill your obligations under this Agreement; provided that, we have the right to approve or reject of such heirs or personal representative, in our sole discretion. If we give such approval, your heirs or personal representative must, within a reasonable time (not more than 60 days) after such death or incapacity (or such longer period required by the laws of the state where your franchise business is located), appoint a personal representative who must be approved by us or the agreement must be assigned or transferred to a buyer approved by us.
q.	Non-competition covenants during the term of the Area Developer Agreement	Section 11.1	No involvement in a competing business. Provisions are subject to state law.
r.	Non-competition covenants after the developer is terminated, transferred or expires	Section 11.2	No competing business for 3 years within 25 miles of your territory or within 25 miles of another then-existing Tee Box® franchise or company or affiliate owned business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6

	Provision	Area Development Agreement	Summary
			months. Non-competition provisions are subject to state law.
s.	Modification of the agreement	Section 15.8	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.
t.	Integration / merger clause	Section 15.8	Only the terms of the area developer agreement are binding (subject to state law). All representations and promises outside the disclosure document and area development agreement may not be enforceable. Notwithstanding the foregoing, no provision in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Article XIV and Section 15.2	Except for certain claims, all disputes must be mediated and arbitrated in Salt Lake City, Utah (subject to state law – see state specific addenda.)
v.	Choice of forum	Section 15.2	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah (subject to applicable state law – see state specific addenda).
w.	Choice of Law	Section 15.2	Utah law, the Federal Arbitration Act and the United States Trademark Act apply (subject to applicable state law – see state specific addenda).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

FRANCHISE LOCATION PROJECTED PERFORMANCE

The representation made below is a projected financial performance representation based on our estimation of the operational performance of a Tee Box® franchise location. The following sets forth the material bases and assumptions underlying this projection. This projection is based on a review of actual financial data (Gross Sales and EBITDA) from nine Tee Box® locations (comprised of four franchised locations and five company-owned locations) that were in operation during 2025. The five company-owned locations and one franchise location were open for the entire 2025 calendar year. The other three franchised locations were open for less than the entire 2025 calendar year and their results have been annualized based on actual sales data and observed sales behavior and growth rates in making our projection. The company-owned locations were not required to pay certain franchise-related fees that you will be required to pay. As such, in making our projection we have adjusted their data to include an estimated 8% general royalty fee, 5% Golf Club Product Sales and Golf Club Fitting Services Royalty Fee, 2.5% marketing fee, and $1,000/month technology fee.

The projection assumes that a franchised Tee Box® location will operate with substantially the same configuration, product and service mix, and market characteristics as the nine locations described above, including comparable territory size, facility layout, and offerings, and that franchisees will follow our required system standards and marketing programs. This projection assumes that a franchised location will operate with four hitting bays, which is required under our current system standards. Some existing locations in the dataset operate with three hitting bays. In preparing this projection, we used the actual results of those locations as a baseline and estimated the performance of a four-bay location based on that data. Current franchise territories are defined by boundaries determined by us and serve populations of approximately 100,000 people. The data from all nine locations has been merged to produce a single set of projected figures representing expected Gross Sales and EBITDA for a Tee Box® franchise location that has been in operation for at least two years.

Projected Financial Performance of a Tee Box® Franchise Location That Has Been in Operation for at Least 2 Years.	
MEMBERSHIP REVENUE	$448,200 - $711,960
CLUB SALES REVENUE	$149,488 - $192,229
GROSS SALES	**$597,688 - $904,189**
Estimated Operational Expenses	
General Royalty Fee	$35,856 – $56,956

Golf Club Product Sales and Golf Club Fitting Services Fee	$7,474 – $9,611
Marketing Fund Fee	$14,942 - $22,605
Technology Fee	$12,000
General Operational Expenses*	$358,613 - $542,508
Total Estimated Operational Expenses	**$428,886 – $643,681**
EBITDA	**$168,802 - $260,508**

*General Operational Expenses include estimated costs typically associated with the operation of a Tee Box® franchise location, including labor and payroll-related costs, occupancy costs (such as rent and utilities), insurance, supplies, equipment maintenance, and other general operating overhead. These figures are estimates based on the actual operating experience of the locations included in this projection and will vary based on your specific location, market, and operational decisions.

Definitions

The following definitions apply to the terms used in this Item 19:

"EBITDA" (Earnings Before Interest, Taxes, Depreciation, and Amortization) means Gross Sales minus all ordinary and recurring operating expenses, before deducting interest, income taxes, depreciation, and amortization.

"Gross Sales" means the total amount of all revenue generated from the sale of goods, merchandise, products, or services, less only discounts, returns, allowances, rebates, and sales and use tax imposed by governmental authorities on the sale of products or services.

The financial performance representation figures do not reflect the costs or expenses that must be deducted from the gross revenue or gross sales 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 franchised business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you will sell as much.

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

Other than the preceding financial performance representations, Tee Box Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Preston Unck at franchising@tbx.golf and (801) 508-4807, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide 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	0	0	+0
	2024	0	0	+0
	2025	0	6	+6
Company Owned	2023	2	5	+3
	2024	5	5	+0
	2025	5	3	-2
Total Outlets	2023	2	5	+3
	2024	5	5	+0
	2025	5	9	+4

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2023 to 2025

	Year	Number of Transfers
Utah	2023	0
	2024	0
	2025	1
Total	2023	0
	2024	0
	2025	1

Table No. 3
Status of Franchised Outlets

For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Alabama	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
California	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Colorado	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Delaware	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Georgia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Hawaii	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Idaho	2023	0	0	0	0	0	0	0

	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Illinois	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Iowa	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Louisiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Maine	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Maryland	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Missouri	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

	2025	0	0	0	0	0	0	0
Montana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New York	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
North Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Oregon	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Texas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Utah	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	5	0	0	0	0	5
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Washington	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
West Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Wyoming	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	6	0	0	0	0	6

Table No. 4
Status of Company-Owned Outlets[2]
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Utah	2023	2	3	0	0	0	5
	2024	5	1	0	0	1	5
	2025	5	0	0	1	1	3
Total	2023	2	3	0	0	0	5
	2024	5	1	0	0	1	5
	2025	5	0	0	1	1	3

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	6	5	0
Arkansas	0	0	0
California	1	1	0
Colorado	2	4	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	6	8	0
Georgia	1	2	0
Hawaii	0	0	0
Idaho	3	2	0
Illinois	0	1	0
Indiana	4	4	0
Iowa	0	0	0
Kansas	3	2	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	1	0
Minnesota	0	1	0
Mississippi	0	0	0
Missouri	1	1	0
Montana	1	1	0
Nebraska	1	0	0
Nevada	1	2	0

New Hampshire	0	0	0
New Jersey	1	2	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	2	2	0
North Dakota	0	0	0
Ohio	1	1	0
Oklahoma	0	1	0
Oregon	0	0	0
Pennsylvania	1	1	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	2	0
Texas	9	6	0
Utah	12	8	0
Vermont	0	0	0
Virginia	1	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	1	0
Wyoming	0	0	0
Total	57	61	0

List of Franchisees

Exhibit "D" contains a list of our current franchisees. Exhibit "D" also contains a list of franchisees who have had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date.

Disclosure of Franchisee Information

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

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Tee Box® system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this item.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31st of each year. Attached as Exhibit "C" are our audited financial statements dated December 31, 2025 and 2024 (together with Independent Auditors' Report).

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits; as Exhibit "B," the Statement of Prospective Franchisee; as Exhibit "H," the Area Development Agreement; and as Exhibit "I," the Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated, and one copy should be returned to us. Please sign and date the receipts and return one copy to Tee Box Franchising, LLC and keep the other for your records. You may return the signed and dated receipt by mailing it to us at 702 W Porter Ln, Centerville, UT 84014, or by emailing it to us at franchising@tbx.golf.

ADDENDUM TO THE TEE BOX® FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF CALIFORNIA

It is unlawful to sell any franchise in California that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the franchise disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.

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 disclosure document.

2. The California Franchise Relations Act, 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 California law, California law controls.

3. 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.)

4. The disclosures regarding non-competition obligations that extend beyond the termination of the franchise are not applicable to residents of the State of California as of the effective date of the franchise agreement. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be fully enforceable under California law.

5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake County, Utah with the costs being borne by you for travel to, and lodging in, Utah, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The franchise agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.

8. You must sign a general release if you transfer, renew or terminate 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).

9. Neither franchisor nor any person listed in Item 2 of the disclosure document is 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.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.

10. Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed modification of an existing franchise.

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

12. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

13. Item 6 under Late Fees is amended to include the following:

"The highest interest rate allowed in California is 10% annually."

14. Item 19 is amended to include the following:

"The earnings claims figures do not reflect the costs or expenses that must be deducted from the gross revenue or gross sales 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 franchised business. Franchisees or former franchisees, listed in this offering circular, may be one source of this information."

15. Franchisees and all owners must sign a personal guarantee, making you individually liable for your financial obligations under the agreement. The guarantee will place your personal assets at risk if your franchise fails.

16. 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.

17. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

18. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representation it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

19. 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. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

SCHEDULE "A-2"
TO THE FDD

INFORMATION FOR RESIDENTS OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant St., 2nd Floor
Honolulu, HI 96813

SCHEDULE "A-2"

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

1. The Hawaii franchise investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

2. Hawaii Revised Statutes, Title 26, Chapter 482E, Section 482E-6 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with Hawaii law, the law will control.

3. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (1.1 U.S.C.A. Sec. 101 et seq.)

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Hawaii law.

5. The franchise agreement requires application of the laws of the State of Utah. This provision may not be enforceable under Hawaii law.

6. The franchise agreement requires *you* to purchase certain goods from designated sources of supply. This provision may not be enforceable under Hawaii law unless such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds.

7. Upon termination or refusal to renew the franchise, Hawaii law requires that the franchisee be compensated for the fair market value of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to the remedies provided in this paragraph, shall compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any monies due the franchisor.

8. The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

Effective Date: May 7, 2026

SCHEDULE "A-3"
TO THE FDD

ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF ILLINOIS

Illinois Law governs the franchise agreement(s).

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

National Accounts exist in this franchise system. Franchisor reserves the right to establish, identify and negotiate the terms for and to service National Accounts within your territory. Franchisor or a third party designated by the franchisor may provide products & services to a National Account in your territory with no compensation to you.

Item 19 is a forecast of future financial performance. Item 19 is not a representation of past performance.

SCHEDULE "A-4"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages that Franchisor has sustained or may sustain by reason of such default or defaults of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.

SCHEDULE "A-5"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MARYLAND

ITEM 17 of the Disclosure document is amended to add the following:

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

- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

- Maryland law shall prevail.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

- All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXHIBIT B to the FDD, Statement of Prospective Franchisee, is amended to add the following:

- All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

- 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.

FRANCHISOR:	FRANCHISEE:
TEE BOX FRANCHISING, LLC	_____
By: _____	By: _____
Its, _____	Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

SCHEDULE "A-6"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MICHIGAN

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

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

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment notation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

b. The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.

c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisor for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice may be directed to the following address:

Michigan Attorney General's Office
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-7117

SCHEDULE "A-7"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. § 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. § 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the

claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.

6. Any limitation of claims must comply with Minn. Stat. § 80C.17, subdiv. 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

SCHEDULE "A-8"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. **ITEM 3 of the disclosure document is amended by the addition of the following language:**

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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, 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 franchisee to renew or extend**" and ITEM 17(m), titled "**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. The following is added to the end of the "Summary" section 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 upon the franchisee by Article 33 of the General Business Law of the State of New York.

SCHEDULE "A-9"
TO THE FDD

ADDENDUM TO THE DISCLOSURE DOCUMENT
STATE REGULATIONS
FOR THE STATE OF NORTH DAKOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Item 17 of the Disclosure Document is amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law Section 51-19-09.

- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The statute of limitations under North Dakota Law will apply.

- Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota except in limited instances as provided by law.

- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

- In the event of a conflict of laws, North Dakota Law will control.

- Franchisee may not assent to a waiver of rights to a jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.

- The State of North Dakota has determined that requiring franchisees to consent to termination or liquidated damages in a franchise agreement is unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination or liquidated damages is deleted.

- The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

- The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is

governed by North Dakota law.

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.

SCHEDULE "A-10"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF RHODE ISLAND

The following language applies to any franchise agreement issued in the State of Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act dictates that, "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

Section 19-28.1-15 of the Rhode Island Franchise Investment Act states that, "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act."

SCHEDULE "A-11"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF SOUTH DAKOTA

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SCHEDULE "A-12"
TO THE FDD

STATE REGULATIONS
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Tee Box Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

> Under 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 and area developer 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement and area developer agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

The following Risk Factor is added to the Franchise Disclosure Document:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $727,000 to $956,000. This amount exceeds the franchisor's stockholder's equity as of December 31, 2025, which is $157,052.

SCHEDULE "A-13"
TO THE FDD

ADDENDUM TO THE FDD
FOR THE STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, 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.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR:	FRANCHISEE:
Tee Box Franchising, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE "A-14"
TO THE FDD

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

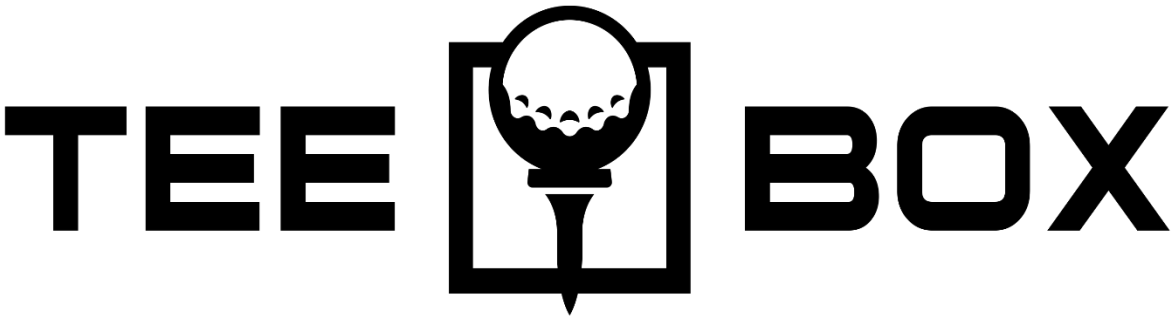
2. The following shall apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

By and Between

TEE BOX FRANCHISING, LLC

and

_____

(Franchisee)

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This Agreement and the Schedules and Exhibits attached hereto are subject to the copyright of The Franchise & Business Law Group, LLC

TEE BOX®
FRANCHISE AGREEMENT

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Tee Box Franchising, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of _____ ("Effective Date") by and between **TEE BOX FRANCHISING, LLC**, a Utah limited liability company ("Franchisor" or "We," "Us" or "Our(s)" as further defined in Article XXI below) and _____ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed, or acquired the rights to, a system for the operation of a business known as Tee Box® offering indoor golf training, fitting, driving range, simulator, and other related products and services, which also offers other related products and services ("Franchise Business" or "Tee Box® Business"). The system includes, the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, menus, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for the use of certain equipment, the sale of products, supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or the "Tee Box® System"); and

WHEREAS, We will provide You with Our confidential Manuals and other materials as created by Us;

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System developed by Us;

WHEREAS, Fees due under this Agreement are set forth on Exhibit A-3 to this Agreement; and

WHEREAS, Article XXI contains certain definitions which apply to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms and conditions herein, the non-exclusive, non-sublicenseable personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your territory ("Territory"), which are set forth on Exhibit A-1. You must operate Your Franchise Business at the Premises within the Territory approved by Us in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in Section 1.3 below, We will not establish or operate a traditional company-owned outlet or grant to any person or entity a franchise within the Territory using the same System as that licensed by this Agreement.

1.1.2 Territory Adjustment. We may also adjust the boundaries of Your Territory at the end of Your initial franchise term and any Successor Franchise Term, or if the population in Your Territory increases by 15% or more as measured from the date of this Agreement.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Franchisor Reservation of Rights. You expressly acknowledge and agree that all rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning and operating a Franchise Business or similar operation outside of the Territory. We and Our affiliates, exclusively reserve the right to sell Tee Box® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and opportunities that are not a traditional Tee Box® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Tee Box® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, both within and outside Your Territory using other Marketing strategies and distribution channels including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, National Accounts, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. A "National Account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service National Accounts.

1.3.1 Online Orders. We reserve the right to manage and assign online orders and inquires that We receive via our website, apps, and similar channels. Our procedures for managing online orders and inquiries are set forth in Our Manuals, which We may amend from time to time. Currently, online orders that We receive are generally assigned to the store closest to the customer's address, but We reserve the right to assign orders to alternative Tee Box® locations based on criteria that, in Our sole discretion, are in the best interest of the customer and/or the System, including customer preference, traffic patterns, driving times and distances, a store's inventory counts, product selection, store ratings, and similar criteria.

1.4 Primary Owner. You shall notify Us who Your Primary Owner (defined below) is and ensure that Your Primary Owner always meets the requirements as defined below in Article XXI. You agree, represent, and warrant that Your Primary Owner has the authority to speak for and bind You in all matters pertaining to this Agreement and Your Franchise Business.

1.5 Restriction of Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises and will not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement. You cannot operate any other business from the Premises other than the Franchise Business.

1.6 Minimum Gross Sales Levels. Starting in the first full calendar year of Your Franchise Business, You are required to achieve a minimum of $300,000 in annual Gross Sales ("Minimum Sales Level") for each year Your Franchise Business is open. In the event You fail to meet the Minimum Sales Level in any given year, You are required to initiate preparation of a sales performance plan ("Performance Plan") and strictly coordinate with Us in developing the Performance Plan. This Performance Plan will outline requirements You must implement into Your Franchise Business and a period of time in which You have to meet the Minimum Sales Level. Failure to strictly comply with the Performance Plan may result in Termination of this Agreement.

ARTICLE II
TERM AND FRANCHISE

2.1 Term. The term of this Agreement begins on the Effective Date and terminates 10 years thereafter ("Term"), unless terminated earlier pursuant to Article XI herein. If We are required by law or otherwise to give You notice before the Termination of this Agreement, and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. If You are not in default of the terms and conditions hereof and have throughout the Term: 1) complied with and timely met all material terms and conditions of this Agreement; 2) complied with the Standards, including any modifications thereof; 3) timely paid all monetary obligations owed to Us; and 4) have not been subject to any pending litigation or governmental proceeding that could have a material adverse effect upon You or Your Franchise Business, You may apply for the right to enter into a successor franchise for the operation of a Franchise Business ("Successor Franchise") for an additional term of 10 years ("Successor Franchise Term"), subject to the conditions and requirements herein. To obtain a Successor Franchise, You must request, in writing, that we grant You a Successor Franchise by giving Us written notice by: certified mail, personal delivery, or via email with a confirmed delivery and read receipt**,** between 6 and 12 months prior to the expiration date of the Term, or the Successor Franchise Term, as applicable. We will then provide You with an application for a Successor Franchise ("Successor Franchise Application"), which You must complete and return to Us within 10 days after We deliver it to You. Your failure to give such notice or return a completed Successor Franchise Application will constitute an election not to enter into a Successor Franchise. If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. Your month-to-month Franchise Business may be terminated only by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Evaluation of Application. We will evaluate Your Successor Franchise Application under substantially the same standards we apply to new franchise applicants, as well as based on our experience with You as Our franchisee, including Your financial strength and access to capital, business operations, personal character and temperament, and Your history of performance and compliance under this Agreement.

2.2.2 Notice of Approval/Non-Approval. We will approve or deny Your Successor Franchise Application within 60 days of Our receipt thereof by providing You written notice, or as otherwise required by law.

2.2.3 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise, at Your expense, You are required to renovate, remodel,

redecorate, resign, refixture, upgrade, and/or otherwise refurbish Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards and image as We determine. You shall make such improvements within the time periods We specify

2.2.4 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise, You, Your Primary Owner, and Your designated manager(s) may also be required to attend and successfully complete any training, certification and other programs at such times and locations as We specify. You are required to cover the expense of travel, meals, lodging, and other related costs for such training.

2.2.5 Successor Franchise Agreement. As a condition of entering into a Successor Franchise, You must execute Our then-current form of Our franchise agreement and related agreements and documents ("Successor Franchise Agreement") and Your Owners must also execute our then-current form of personal guarantees and related documents that We require. You and Your Owners must sign a general release of all claims against each Tee Box Party arising from this Agreement, the relationship created herein, or Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. **You acknowledge that Our then-current Successor Franchise Agreement may contain Fees and charges, territorial, terms, and other changes and provisions that may be materially different from those contained in this Agreement, including terms affecting payments to Us and Our affiliates.** The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to comply with all requirements of new franchisees. You must sign and return to Us the Successor Franchise Agreement within 30 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement and this Agreement will terminate at the expiration of the Term (except as otherwise provided in Section 2.2). You acknowledge and agree that this Agreement does not grant You any automatic extension rights, and that the sole basis for any extension of Your rights to operate Your Franchise Business beyond the Term, or enter into a Successor Franchise, is in this Section

2.2.6 Successor Franchise Fee. If approved for a Successor Franchise, You must pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of each Successor Franchise Agreement

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property. You acknowledge that: 1) We have the sole rights in and to the System; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control the Marks, System, and all copyrights, Confidential Information, trade names, trade dress, and other Intellectual Property.

3.2 Use of Intellectual Property. You have a non-exclusive right to use the Marks and other Intellectual Property only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of the Intellectual Property, System and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the Term and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Intellectual

Property; 2) in any manner interfere with or attempt to prohibit Our use of the Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of the Intellectual Property by Our other franchisees or licensees at any time. You shall not use the Intellectual Property and System for any purpose other than in connection with the operation of Your Franchise Business and may only use the Intellectual Property in the manner allowed by this Agreement.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks. You must only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved, and as instructed by Us, whenever and wherever such Marks are used. You may not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks in any manner that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any inter-company documents to identify Your Franchise Business or entity (including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees will be under Your entity name.

3.4.1 Cooperation. You must execute any and all additional papers, documents and assurances in connection with the Marks or other licensed trademarks and intellectual property as reasonably requested by Us and agree to fully cooperate with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You further agree to immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks or any part of the Intellectual Property.

3.4.2 Use in Marketing. The use of the Marks in Marketing is forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make application for registration or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property (or that of Our affiliate(s) as designated in Our sole discretion) and You shall not reproduce or replicate the Copyright Materials either during or after this Agreement. You shall not make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement.

3.6 Our Intellectual Property. The Intellectual Property and other materials and documents provided to You by or through Us will remain Our sole property (or that of Our affiliate(s) as the case may be). You acknowledge that the Intellectual Property provided to You by or through Us, and Your knowledge of Our Intellectual Property, are secret, unique and/or confidential and contain trade secrets and other material proprietary to Us (or that of Our affiliate(s)).

3.7 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the proprietary names and Marks and other Intellectual Property. You must promptly notify Us in writing of any unauthorized use of our Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of the Intellectual Property licensed hereunder in which We have an interest. In the event We undertake the defense or prosecution of any litigation pertaining to any such Intellectual Property, You agree to execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You may not do any act or make any claim which is contrary to or in conflict with Our rights in the Intellectual Property.

3.8 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that You must use the same solely in the manner prescribed by Us and will carry out Your Franchise Business under such names and Marks in accordance with operational standards established by Us from time to time. You further acknowledge that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Any and all goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.8.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law. You have a royalty-free non-exclusive right to use the Customer Data during the Term. You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and if We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You will be solely responsible to comply with the laws pertaining to the sending of emails or other transmission of information, including any anti-spam legislation.

3.9 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using Our Marks as designated by Us, and in the manner required by the law in the state where Your Franchise Business is located so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement, and include Your assigned franchise unit designation in such filing. You shall not use the name Tee Box as part of Your company or entity name except in Your DBA as required herein. We must approve Your DBA before You file it. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request

from time to time. You must display a standard sign and/or plaque, as may be provided or required by Us, at Your Franchise Business location indicating that the business is independently operated and owned as a franchised business.

3.10 Maintaining Secrecy. You must: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of the Confidential Information; 2) disclose such Confidential Information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term. You shall ensure that Your employees keep the Confidential Information strictly confidential and only use the Confidential Information as necessary for use in Your Franchise Business. You are fully responsible and liable, and shall indemnify Us and each Tee Box Party, for all actions, omissions, and negligence of Your employees.

3.11 Changes to the System. You must fully disclose all Improvements to Us, without disclosing the Improvement to others and will obtain Our written approval before using or implementing the Improvement. All Improvements are owned by Us and considered a "work-for-hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any Improvement that You create is for any reason deemed not to be a work-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, including license rights, in the Improvement, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Improvement or derivative thereof, You expressly waive those rights. Any Improvement may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Improvement, and You will cooperate with Us in securing these rights. We may also consider an Improvement as Our trade secrets. At Our discretion, We may authorize You to utilize Improvements that may be developed by You, Us, or other franchisees.

3.12 Association with Causes or Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, religious, or other for-profit or non-profit organization, or (ii) act in support of any such organization. You cannot "co-brand" or use the Marks or Your Franchise Business to associate any other business activity with the Franchise Business in a manner which is likely to cause the public to perceive it to be related to or sponsored by the System.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You must have a site selected within 4 months of signing this Agreement. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location. Unless waived by Us in writing, You must hire a local real estate broker familiar with retail tenant representation to help You locate a site. Your Premises must strictly comply with local zoning, state, and federal laws, rules and regulations.

4.1.1 Location Approval. We must approve or disapprove of Your proposed location. However, it will be Your responsibility, at Your sole cost and expense, to select Your Premises site within Your Territory. You must provide Us with the street address of the proposed site and such other information as We request, including pictures or existing brochures of the proposed site. **We do not prepare demographic studies or otherwise evaluate the need for Our products and services in Your Territory, nor do We provide You with a site checklist or other similar information, and We do not warrant or guarantee the success of the location or site.** Location approval or disapproval should be completed by Us within 2 weeks after You have notified Us in writing that You have selected a prospective location. If within 4 months from the Effective Date You and We cannot agree on a location, You fail to have selected a suitable location, or You fail to have a lease in place for You Franchise Business, We may terminate this Agreement and Your Initial Franchise Fee will be forfeited.

4.2 Lease. You are required to purchase or lease suitable real property from which to operate Your Franchise Business. A lease must be in place within 4 months from the date this Agreement is signed. You must provide Us an executed copy of the Lease within 15 days of execution.

4.2.1 Address of the Premises. You must provide Us with written notice of the location and mailing address of Your Premises.

4.2.2 Assignment of Lease. You will assign and transfer all rights and interest in and to the Lease to Us to be effective, upon Our election, when this Agreement Terminates. In such event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee. If You own the Premises, You hereby agree to lease the facilities to Us upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions You are required to have Your landlord consent to an assignment of a Lease before the Lease is signed.

4.2.3 Assumption of Lease. We will have 45 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us, as well as to indemnify Us and each Tee Box Party against all losses and costs arising by virtue of, attributable to, or in any way related to, the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. Your Lease must include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason. If We elect to assume the Lease in writing, after the date of possession, We are only liable for Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.2.4 Exclusivity. You shall ensure that Your landlord does not allow any other business offering indoor golf training, fitting, driving range, or simulator services to operate in Your shopping center or building where Your premises is located.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state, and local laws. You must commence construction within 6 months from the signing of this Agreement, and construction must be completed within 11 months from the date hereof.

4.3.1 Design of Premises. At Your own expense, and unless waived in writing by Us, You are required to meet Our design standards and specifications and follow Our interior and exterior design specifications. We provide You preliminary design plans for Your Franchise Business. The preliminary plans are for information purposes only. You must adopt these plans at Your expense for Your specific Premises using a local architect, whom We must approve before they can begin work. You are required to adapt Your Franchise Business in accordance with local, state, and federal laws, rules and ordinances. You are responsible to obtain any required permits.

4.3.2 Setting up Premises. You agree to arrange the fixtures, signs, furniture and décor of the Premises in strict compliance with the format and color schemes recommended by Us and to strictly follow the Franchise System as outlined in the Our Manuals and to work with Our approved suppliers providing such items. In addition, We must approve Your Premises prior to opening. If any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.3.3 Abandonment of Construction. Abandonment of construction or stoppage of construction for 4 or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.3.4 Approval of Construction. You may not operate Your Franchise Business if construction, improvements and fixturization do not conform to Our approved specifications and failure to correct any unauthorized variance for such plans and specifications within 30 days after written notice from Us will be grounds for terminating this Agreement. We have the right to supervise and inspect all construction to assure compliance with approved plans and specifications.

4.4 Commencing Operations. You are required to commence operations not later than 30 days following completion of Your Premises and in no case later than 12 months from signing this Agreement. You must give Us not less than 30 days' prior written notice of the opening date. We have the right to inspect and approve Your Premises and other aspects of Your operations relating to Your compliance with this Agreement prior to opening.

4.4.1 Conditions to Opening. You shall notify Us at least 30 days before You intend to open the Franchise Business to the public. Before opening, You must satisfy all of the following conditions: (1) You are in compliance with this Agreement; (2) You have obtained all applicable governmental permits and authorizations; (3) the Franchise Business conforms to all applicable System standards; (4) We have inspected and approved the Franchise Business, which may be done virtually; (5) You have hired sufficient employees; (6) Your officers and management-level employees have completed all of Our required pre-opening trainings; and (7) We have given You Our written approval to open, which will not be unreasonably withheld.

4.4.2 Failure to Commence Operations. If You fail to commence operations as provided above, this Agreement is subject to termination by Us, at Our option. You will not receive a refund if You are unable to find an approved location.

4.5 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. You must give Us at least 60 days' prior written notice of Your desire to relocate. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed site. You must demonstrate the financial ability to relocate as part of Our approval process. Additionally, if We allow You to relocate, You must pay Us a relocation Fee as set forth in Exhibit "A-3."

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay to Us the "Initial Franchise Fee" listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement. Active-duty service members and honorably discharged U.S. military veterans who provide satisfactory documentation are eligible for a 10% discount on the Initial Franchise Fee. The Initial Franchise Fee must be paid by wire transfer or certified check. The Initial Franchise Fee is fully earned by Us and is non-refundable, except as stated in this Section. If You and We agree to terminate this Agreement before Your Franchise Business is open and operating, based on Our ongoing risk assessment of the Territory, We reserve the right to issue a refund of the Initial Franchise Fee, in Our sole discretion. No rights or privileges under this Agreement will exist until the Initial Franchise Fee is paid in full.

5.2 Royalty. You shall pay to Us the non-refundable on-going monthly "Royalty Fees" according to the corresponding line of business as listed in Exhibit "A-3." The Royalty Fees are in consideration of Your right to use the Intellectual Property and the System in accordance with this Agreement, and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees.

5.3.1 Marketing Fund Fee. You shall pay to Us the monthly Marketing Fund Fee listed in Exhibit "A-3" for use in Our Marketing Fund and advertising and promotional programs.

5.3.2 Local Marketing Requirements. In addition to the Marketing Fund Fee, You must spend a minimum percentage of Your gross sales each month, as determined by us, to advertise Your Franchise Business locally in the area where Your franchise Business is located ("Local Marketing Requirement"). The current Local Marketing Requirement is 3% of Your gross sales per month. We may increase the Local Marketing Requirement upon at least 60 days' prior written notice to You; however, the Local Marketing Requirement will never exceed 10% Y our gross sales per month.

5.3.2.1 Optional Local Advertising Assistance. You may elect to participate in Our local advertising assistance program. If You elect to participate, You will pay Us a monthly management fee and spend a minimum amount per month on local advertising in Your area as set forth in Exhibit "A-3." Full compliance in the local advertising assistance program will fully satisfy Your Local Marketing Requirement. You may cancel Your participation at any time upon 60 days' prior

written notice to Us, after which Your Local Marketing Requirement under Section 5.3.2 will resume. We may increase Your minimum local advertising spend requirement upon at least 60 days' prior written notice to You; however, the minimum local advertising spend will never exceed 10% of Your gross sales per month.

5.3.3 Advertising Cooperatives. You are not required to participate in a local or regional advertising cooperative at this time, but We reserve the right to require cooperatives (including the areas and governing rules) to be formed, changed, dissolved, or merged at any time. You are required to participate in a local or regional advertising cooperative when established or approved by Us. The area of any cooperative marketing association will be based on regions determined by Us. Upon the formation of an advertising cooperative, You will be deemed to be a member of that association as covers the area where Your franchise Business is located, and You will be bound by any decisions made by the association upon a majority vote by voting members (or other voting requirements as determined by Us). Non-traditional units may not be required to participate in cooperative marketing. You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by Us or by the cooperative and approved by Us. At this time, these governing documents are not available. Voting will be on the basis of one vote per franchise in good standing and one vote per company-owned location within the cooperative. Members of the cooperative must make contributions pro rata based on the number of units in the cooperative. The timing and amount of contributions You make may vary according to the vote and rules of the advertising cooperative, but will not exceed Your required annual local marketing percentage in any single year, unless a majority of the members in Your advertising cooperative vote to increase the contribution percentage. Contributions to Your advertising cooperative will be credited toward Your Local Marketing Requirement. Contributions to Your advertising cooperative are in addition to Your contributions made to the Marketing Fund. Notwithstanding anything to the contrary, We and Our affiliates and Our company-owned stores are not required to contribute to advertising cooperatives. All of Our franchisees are required to contribute to advertising cooperatives. However, contributions by Our franchisees to advertising cooperatives may not be uniform. We may require the cooperative, at the cooperative's expense, to prepare unaudited annual financial statements and these will be available for review by all franchisees in the cooperative and Us.

5.3.4 Grand Opening Fee. Within 60 days prior to opening Your Franchise Business, You shall pay Us a "Grand Opening Fee" upon execution of this Agreement in the amount set forth in Exhibit "A-3." The specific amount of the Grand Opening Fee will be determined by Us based on Our assessment of the demographics and characteristics of Your Territory, in Our sole discretion. We may use this Fee to support Your grand opening marketing activities, which may include sending a team of one to three of Our personnel to assist with Your grand opening and may use this Fee to pay for Our administrative costs related to Our marketing efforts generally, in Our sole discretion.

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report. You shall forward to Us by email, or other electronic reporting program We may establish from time to time, not later than Tuesday of each month, a report of the financial activity of the immediately preceding month showing all monies received or accrued, sales or other services performed and such other information concerning Your financial affairs, as We may reasonably require. For purposes of this Agreement, such information will be referred to as the "Gross Sales Report." We may also require You to submit a monthly inventory and labor expense

report by the date We designate. We reserve the right to require all reports to be submitted at more frequent intervals.

5.4.2 Payment Due Date. All Fees must be paid monthly, by the first Tuesday of the month, in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account. In addition, You agree that We may require payments made to Our affiliates be made by pre-authorized bank debit and automatically withdrawn from Your Operating Account. Our current ACH agreement is attached hereto as Exhibit "A-6" and may be modified by Us at any time in Our sole discretion, which You shall execute such forms upon signing this Agreement and from time to time as We require. We reserve the right to require an alternative payment frequency of any and all Fees in the future. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.3 Operating Account. You agree not to have more than one Operating Account. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You will be responsible to pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You shall maintain at all times at least $10,000 of working capital in Your Operating Account, even after You pay royalties and other fees to Us. You shall not close or terminate Our Access to Your Operating Account without receiving Our prior written consent. We may, at any time, require You to provide Us with view-only access to Your operating account.

5.4.4 Late Fees. If a required Fee or report is not timely received by Us, We will assess You a late Fee, per violation, as set forth in Exhibit "A-3," for each day the Fees or reports are not received by Us. We may also fine You per bounced check or insufficient funds transfer. See NSF Fee in Exhibit "A-3." These fines are due upon demand to You, and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.5 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the Due Date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amounts be charged as interest or late fees or otherwise that exceed or violate any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.6 New Tax Fee. If there is hereafter assessed any nature of sales tax, use tax, or other tax, on Fees or other sums previously or hereafter received by Us under this Agreement, or for any other tax imposed on Us as a result of Your Franchise Business ("New Tax"), then in addition to all Fees and other payments to be made by You as provided in this Agreement, You must also pay Us or the taxing authority, a sum equal to the amount of such New Tax. You shall pay to Us any New Tax immediately upon Our demand to You.

5.5 Reports and Financial Statements. You must provide Us with monthly financial statements, including a profit and loss statement, balance sheet, and labor and expense report, in accordance with the standard profit and loss statement template and balance sheet template required by Us to be used by You in Your Franchise Business, within 25 days of the end of the month. The financial statements and accompanying documents do not need to be prepared by Your accountant or audited unless specifically requested by Us, at Our discretion. You shall also send Us a copy of Your

state and local sales tax returns by the 15th day after each quarter, Your IRs Form 941 within 15 days after submission, and a copy of Your annual income taxes by April 16th of each year. We may also require other reports from time to time. We reserve the right to change the due date for all reports as set forth in Our Manuals.

5.5.1 Access and Use of Financial Records. We or Our approved accountants or other duly authorized agent, will have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business.

5.5.2 Audit of Books and Records. In the event that any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You must immediately pay Us the amount of the deficiency, the appropriate fee for late charges, and You must reimburse Us for the total expense of the audit or investigation, including, the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any time period or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, We may issue You a fine for violations and alleged violations of this Agreement and/or the Manuals as determined on a case-by-case basis, including for failure to cure a prior default even if a fine has been previously imposed. We may rely on any evidence available to Us that such violation(s) or default(s) have occurred, including customer complaints or reports that We find credible, in Our sole discretion. The fines are set forth in Exhibit "A-3" and in Our Manuals and may be issued for each violation of this Agreement and/or the Manuals. We may update the fines in the Manuals from time to time. We may, in Our sole discretion, also concurrently send You notice to correct the violation. If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. Such fines are not Our sole remedy. Our decision to impose, or not to impose, a fine for Your non-compliance does not constitute a waiver of any other right that we may have under this Agreement, including Termination of this Agreement.

5.10 Technology Fees. You shall pay to Us a monthly technology Fee as set forth in Exhibit "A-3". This Fee is fully earned by Us and is in consideration of Your right to use the Intellectual Property and the System in accordance with this Agreement, and not in exchange for any specific services We render. You acknowledge and agree that We are not obligated to provide any level of product or service to You, except as expressly set forth in this Agreement. We may use this Fee for any reason in Our sole discretion, including as revenue and/or to cover expenses incurred by Us

regarding select software, products, services, and other technology used in Our business and/or that We elect to provide to You from time to time to be used in Your Franchise Business. These elective software, products, and services may include the provision of email accounts and certain software or other technology to assist in the management of Your Franchise Business. You hereby acknowledge that these are not the only technology or technology services You will need to operate Your Franchise Business and You are responsible for obtaining such technology services. You shall pay to Us this Fee in accordance with Our electronic funds or automatic withdrawal program, if established, or otherwise by the first Tuesday of the month. We may update this Fee periodically in Our Manuals. You hereby acknowledge and agree that We are not liable for any performance issues, problems, downtime, bugs, or errors in any software, product, service, or other technology We require You to use in Your Franchise Business, whether provided by Us, Our affiliate(s), or third parties.

5.11 Document Preparation. If We are required or requested to prepare documents regarding any changes or other matters pertaining to You or Your Franchise Business (but not including transfers, which are covered by separate fees), You shall pay Us a document preparation as set forth in Exhibit "A-3."

5.12 Compliance Inspection Fee. You shall pay to Us a compliance inspection Fee as set forth in Exhibit "A-3". We may use this Fee for any reason in Our sole discretion, including to cover expenses incurred by Us regarding inspections of all aspects of Your Franchise Business. You shall pay to Us this Fee upon each inspection in accordance with Our electronic funds or automatic withdrawal program. We may update this Fee and Our inspection procedures periodically in Our Manuals.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement.

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You must also comply with federal, state, and local health and consumer protection laws, product labeling, and local labor regulations, including minimum age and minimum wage laws.

6.1.1.1 Licensing. You must obtain and maintain all required permits and licenses for the operation of Your Franchise Business. We do not make any representation or warranty regarding licenses, permits, or other governmental approvals, that may, or may not, be necessary in connection with the operation of Your Franchise Business.

6.1.2 Appearance and Customer Service. You must establish and maintain the Premises in a clean, attractive and repaired condition and must give prompt, courteous and efficient service to the public and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You in writing and promulgated or provided to You from time to time so as to preserve, maintain and enhance the reputation and goodwill of Our System. We reserve the right to require that Your employees comply with any dress code, Mark or other brand-related standards that We may require, and/or otherwise identify themselves with the Marks at all times in the manner We specify while on a

job for Your Franchise Business. You agree to arrange the fixtures, signs, furniture and décor of the Franchise Business in strict compliance with the format recommended by Us.

6.1.3 Signage. You must have the number of interior and exterior signs required by Us and according to Our specifications. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You agree to maintain all signs in good condition and to undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You understand and acknowledge that while You are required to purchase and display signage, including signage displaying Our Marks, You do not own rights to use of the signs following Termination.

6.1.4 Initial Training. Your Primary Owner is required to successfully complete Our initial training program prior to opening of Your Franchise Business, the first part of which is an online partially self-guided training course which takes approximately 30 to 50 hours, over a 13-to-20-week period, to complete. The second portion of training, which is an in-person training conducted by Our trainers at Our training facility in Centerville, Utah (or another location designated by Us), which currently lasts around 2 to 4 days. The first and second (if We require) parts of the initial training must be completed at least 2 weeks before You open. The third and final part of the initial training is an in-person training conducted by Our trainers at Your store for around 2 to 4 days. This typically will occur during and through Your grand opening. We may send one or multiple trainers, in Our discretion, to Your location during this training. The total length of training is generally 7 to 15 days but could be longer if Your primary owner fails to successfully complete the training. The initial training fee is listed on Exhibit "A-3." Your Primary Owner, other owners, and designated manager are permitted to attend the initial training for up to 4 individuals. You must bear the cost of all travel, lodging, meals and all other living costs and expenses and compensation for all of Your attendees during the initial training. Each person must attend the same in-person training session. If You postpone or reschedule the opening of Your Franchise Business from the date originally set by You, You must reimburse Us for all of Our costs to reschedule Our opening assistance for You. Successfully completion of the initial training program is determined by Our trainers and training must be completed to Our satisfaction.

i. Pre-Training Requirements. You must provide Us a valid certificate of occupancy for the Premises before We send any representatives to provide any opening assistance or training at Your premises. Additional details on the opening assistance are set forth in Section 7.4 below.

ii. New Primary Owner Training. After the initial training, You must notify Us within 30 days of selecting a new Primary Owner. Any new Primary Owner must complete the initial training program for a Fee paid to Us. See Exhibit "A-3." Depending on availability and advanced written notice, this training may include, at Our option, an online self-guided training course and a 1-to-3-day session at Your location, at Our headquarters, or another location selected by Us. If You request to postpone or reschedule this training, You must reimburse Us for any of Our costs related thereto. Such training takes place from time to time as We determine. You must also pay the travel, lodging, food, and other expenses for Your trainees while attending this training.

iii. Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending training.

iv. Training Requirements. Each attendee of a training program may be required to successfully pass a technical exam as a prerequisite to completing the training. Attendees

must sign Our Brand Protection Agreement before attending training. You must use all of Our required training tools and programs that We designate.

6.1.5 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Franchise Business must be managed by Your Primary Owner who will be required to devote his or her best efforts and attention to the management and operation of Your Franchise Business, according to the requirements as set forth herein. You must disclose the identity of Your Primary Owner to Us and You must immediately notify Us in writing if Your Primary Owner is no longer acting in such capacity. Your Primary Owner must successfully complete and pass Our initial training program before assuming management or operational responsibilities.

6.1.6.1 Primary Owner's Obligations.

a. Your Primary Owner must personally participate in the direct on-premises operation and supervision of the Franchise Business on a full-time basis for at least the first 30 days of operation. After the first 30 days of operation, Your Primary Owner is not required to work a certain number of hours; however, Your Primary Owner must maintain sufficient inventory, supplies and products and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency. In addition, Your Primary owner must at all times be personally involved in providing the vision, expectations, and coaching for the Franchise Business in order to ensure success and deliver on customer expectations.

b. Although We do not require Your Primary Owner to be involved in the day-to-day on-premises management (except as required above), Your Primary Owner is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting, bookkeeping, and decision-making regarding Your Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, remodeling, and all financial components of the Franchise Business; (v) be directly involved in all personnel decisions affecting the Franchise Business; (vi) be in direct contact with the Franchise Business on at least a weekly basis; (vii) ensure that the culture of Your Franchise Business aligns with Tee Box's culture as set forth in Our Manuals; and (viii) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with Our approved methods.

c. Your Primary Owner shall be available for communication with Us and Your Franchise Business during all store operating hours.

d. You shall ensure that You and Your Primary Owner devote Your and their primary attention to the Franchise Business. You and Your Primary Owner shall keep free from any Competing Business or other business offering products or services competitive to those of Tee Box, or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business. You understand and agree that this Agreement is granted based on Your commitment to Your Franchise Business. You acknowledge and agree that the possible success of Your Franchise Business is largely a function of the time, skill, and energy You devote to it and that absentee management may significantly increase the risks associated with Your Franchise Business.

6.1.7 Operational Hours. You must operate Your Franchise Business 7 days per week throughout the year (unless waived in writing by Us), each Monday through Sunday, and at the hours We designate in Our Manuals, which may be 24 hours each day, except that You are not required to operate on the following holidays: New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. We reserve the right to require You to operate at alternate days and times.

6.1.8 Remodel and Upgrades. At any time after opening Your Franchise Business and at Your expense, You must repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish Your Premises and Franchise Business from time to time as We may direct, to conform to the building design, color schemes and presentation of trade dress consistent with Our then-current public image, including structural changes, new equipment, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements, such that all locations will have a generally similar look and appearance. You must complete all such updates and upgrades within the time periods we specify. In the event You relocate Your Premises to a new approved location, sell or assign Your Franchise Business, or sign a Successor Franchise Agreement, You must bring Your new Premises up to Our then-current standards.

6.1.9 Your Employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees, other than certain management training as stated herein. We do not assist You in employment related decisions or in creating any policies or terms and conditions related to the management of Your employees or their employment. If We provide You any comment, guidance, or materials regarding employment matters, it is provided only as a sample or for Your general consideration. It is Your responsibility to comply with all local, state, and federal labor and employment laws.

6.1.10 Insurance.

(i) Minimum Limit Requirements. You must at all times during the entire Term and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in Our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and 2,000,000 products and completed operations aggregate.
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of Your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of

	coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$25,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.
Government required insurances	You must maintain and keep in force all worker's compensation and employment insurance on Your employees that is required under all federal and state laws.

These policy amounts are required minimums, but Your Lease may require higher amounts with which You are required to comply. In the event of damage to Your Premises covered by insurance, the proceeds of any such insurance must be used to restore the facility to its original condition as soon as possible (not more than 180 days) unless We consent otherwise in writing.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us (Tee Box Franchising, LLC**)** and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of, or relating to, Your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that We will receive a 30-day written notice prior to, renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment within prior to You beginning operations and within 15 days of any request which We may make from time to time.

You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain this insurance at Our discretion and You must pay Us upon demand the premium costs, plus an administrative fee in the amount equal to 10% of all such costs. We may periodically increase the amounts of coverage required and/or require different or additional coverage.

6.1.11 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any

price down to and including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices outside of Your Franchise Business Premises. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.12 Computer and POS System. At Your expense, You must purchase or lease the computer and point of sale ("POS") system and other computer hardware and software systems designated by Us in strict accordance with Our specifications. If We adopt a different computer system, software, POS system or other system in the future, You must adopt it at Your expense. You must maintain, modify, and upgrade all such items at Your sole expense and as We may require from time to time. You must provide Us full 24-hour, 7-day-a-week access, including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems. You must use software We designate from time to time and You shall grant Us access to such software and related information as We direct. You hereby waive any claim against Us and Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system. You shall accept Tee Box® gift cards at Your location and participate in Our gift card programs, which may be updated in the Manuals from time to time.

(i) Retention of Records. You must record all sales at the time of the sale in Your computer and/or POS system, or other sales recordation system approved or designated by Us. You must have high speed, broadband Internet access at the levels required in the Manuals. You must retain all POS and computer records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least 5 years following the end of the year in which the items pertain, including after the Termination or Transfer of this Agreement. We can require that You use a specific accounting software, and You are required to follow Our accounting procedures, line items, templates, charts of accounts as provided and updated in Our Manuals. You shall follow, and shall ensure that Your accountant follows, the chart of accounts that We provide to You.

(ii) Merchant Account. At Your expense, You agree to participate in Our merchant account and other point of sale programs as set forth in Our Manuals.

(iii) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and notify relevant parties. You are not permitted to collect, store, Transfer, etc., any unnecessary customer information.

(iv) Compliance Monitoring System. You are required to purchase and install a compliance monitoring system to Our specifications in Your Premises. You are solely responsible for the monitoring, maintenance, and upgrades to this system. You shall ensure that We have independent access to the compliance monitoring system, but Our access does not obligate Us to monitor Your Premises for safety or compliance. Our access does not obligate Us to monitor Your Premises for safety or compliance. We do designate the specific type of system You must install. You are required to provide Us notice of its installation. Both You and We must have the right to online access to the system and We are required to monitor Your location. By installing the monitoring system, You and Your employees are waiving their right to privacy, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of the any compliance monitoring system. You agree to indemnify and hold Us and each Tee Box Party harmless from and against any claim related to Your security system.

6.1.13 Conferences and Seminars. In Our discretion, We may hold periodic conferences or seminars on a regional or national basis for all franchisees in good standing to discuss improvements, training, developments, mutual concerns, and business issues. If We determine to hold a conference or seminar, attendance is mandatory for You, Your Primary Owner, and Your other owners, at Our discretion. The conferences and seminars may be held at various locations chosen by Us, including via online webinars, videos, live video conferencing or other electronic media, phone conference or in person. You must pay all Fees associated with such conference or seminar. (See Exhibit "A-3.") You are required to pay all travel, lodging, food, and other expenses for each of Your attendees.

6.1.14 Non-Delegation of Obligations. You may not outsource any part of Your services to a third party, including to another franchisee without Our prior written approval.

6.2 Quality Control.

6.2.1 Correction of Defects. Should We notify You at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business, You must immediately correct any defect. You must establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You must strictly follow Our System, the Manuals, formulations, and other directives promulgated or provided by Us from time to time and to promptly implement such changes in Your Franchise Business, and to act in good faith in all Franchise Business and System matters and dealings. We may approve exceptions or changes from the uniform standards which We, in Our sole discretion, believe necessary or desirable.

(i) Communication. We will provide an email address to You that You must use as the sole email for all Franchise Business-related communications and accounts. Use of a private email or other account for business reasons related to Your Franchise Business is prohibited. All Social Media You develop or use, if authorized by Us, must be attached only to the email address We provide to You or that is approved by Us, subject to the above restrictions. We may also require You to use other exclusive methods of communication in Your Franchise Business. We may, from time to time, delete from, or add to, these exclusive methods of communication. You shall frequently check such exclusive methods of communication to facilitate Our communications with You.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift card, or other discount or incentive program, You are required to implement such program in Your Franchise Business, which may include access to a bank account, established by You, for card charges made through other franchisees. You are required to accept Tee Box® gift cards at Your Franchise Business. We will determine how gift cards may be redeemed and what costs You will bear regarding such programs. You shall pay such costs as set forth in Our Manuals when Your royalty payment is due. You shall comply with the incentive programs, including Our gift card program, as described in our Manuals.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement and display any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. Other than modifications due to health or government mandates or guidelines, or public accounts. We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining Term. You are prohibited from making modifications to the System, including product packaging or the Marks.

(iv) Inspections and Visits. We may conduct periodic inspections of all aspects of Your Franchise Business, including compliance with the System, reporting, operational compliance, customer service, branding, and the Standards, procedures, and requirements set forth in this Agreement or the Manuals, by Our duly authorized representative or third-party contractor, at intervals determined by Us. These inspections may be conducted in person or through remote access such as video or live video conferencing. Our inspections may Include Your Premises, vehicles, business records, operating procedures, and reports, including all computer drives and electronic storage devices, POS system, reports, account records and tax records. Immediately upon Our request You must provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises and business vehicles as may be more fully set forth in the Manuals. For inspections of Your Franchise Business, We may require You to order, or we may order on Your behalf, third-party inspections (including secret shopper programs) of Your Franchise Business regarding operational compliance, customer service, and other Standards. We may require as many inspections as We deem necessary, including additional inspections if You fail an inspection or are not in compliance with Our Standards. We may charge You a Compliance Inspection Fee (see Exhibit "A-3") for each inspection or visit. We may update this Fee and these procedures, including the frequency of inspections, from time to time as set forth in Our Manuals, with which You must comply. You shall keep the cameras and other systems monitoring Your Franchise Business turned on at all times and ensure that We have access to such information at all times.

(v) Non-Contravention. You must not, at any time, undertake any action, either verbally or in writing, to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, You must not disparage Us, the System, Our officers, owners, partners, directors, members, managers, representatives, agents or employees.

6.2.3 Interim Management. In the event of Your default of this Agreement, noncompliance with the Manuals, or poor performance of Your Franchise Business as determined by the metrics set forth in the Manuals, as determined by Us, in Our sole discretion, or as set forth in Section 14.10, We may elect to step in to manage Your Franchise Business for a period of time, as We deem advisable and You shall pay Us a Fee as set forth in Exhibit "A-3."

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Primary Owner, and We may require additional training for Your Primary Owner and We may require You to implement additional procedures in Your Franchise Business. You will be responsible to cover the cost of Our travel, food, and lodging during this time, and You will continue to pay and remain responsible for all Fees required by this Agreement. You are required to cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You agree to add Us or Our representative as a co-signer on certain accounts. You will cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord and suppliers, banks, IRS and state agencies, creditors, etc., regarding Your Franchise Business, and You will cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You must provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. If Your Franchise Business is owned by a business entity, each individual owner, partner, shareholder, and member who owns an ownership interest in the business entity, including individuals that own an interest in the business entity indirectly through another entity, must each personally guarantee the performance of all Your obligations under this Agreement by executing a Guaranty and Assumption of Obligations attached hereto as Exhibit "A-9."

6.3.2 Drug and Alcohol Testing. You, including Your owners and employees, shall not use drugs or alcohol in violation of federal, state, or local law. We may require You, including Your owners and employees, to submit to random drug and alcohol testing at the time and place We feel necessary to ensure Your compliance with Our policies regarding drug and alcohol use in the System; however, We are under no obligation to perform such testing on Our or Your behalf. You are required to provide Us a copy of all drug and alcohol testing results within 10 days from the time You receive such test results.

6.3.3 Vending Machines. No vending machine, cigarette machine, amusement devises, juke boxes, or other devices of similar nature, whether or not coin operated, are allowed to be installed or used on the Premises without Our prior written consent.

6.3.4 Disclosure. We can disclose in Our disclosure document or otherwise, any information concerning Your Franchise Business, including Your name, address, telephone number, general financial and other information.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You.

6.5 Required Notices. You are required to provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owning to any vendors, landlords, or amounts owing to employees or contractors.

6.6 Comportment. You shall not be convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime. You shall not engage in any offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein. You shall not make disparaging remarks against Us, Our management, employees, vendors, the System, or Our brand to Our other franchisees or in a public forum, including radio, television, newspapers, the Internet, or Social Media. You shall treat Our employees, contractors, and vendors with dignity and respect. You shall not engage in conduct that, in Our good-faith estimation, does or could reflect negatively upon the operations and/or reputation of Your Franchise Business, the System, or Us in an adverse manner.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We will provide You with general specifications for the Premises layout, signs, equipment, products, and interior décor.

7.1.1 Suppliers and Products. We will provide You with a list of product and material specifications and a list of approved suppliers. You shall purchase and use in Your Franchise Business all of the goods, equipment, and services that We specify and from the suppliers that We designate, including from Our affiliates. At Our discretion, at any time, We may add to or discontinue working with any of Our designated suppliers. We reserve the right to designate additional or different equipment, products, and services to be purchased by You from Us, Our affiliates, and/or Our designated suppliers at any time in Our sole discretion. There is no guarantee or promise that the relationship with any of Our current suppliers will continue or be available to the System. We do not offer assistance in delivery or installation of any item.

7.1.2 Initial Required Equipment. You shall purchase from Us or Our affiliate an opening demo gear and club fitting equipment package for certain equipment required by Us to be used in Your Franchise Business. Our Fees for such package(s) are set forth in Exhibit "A-3."

7.2 Operations Assistance. At Our discretion, We may furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, we will make Ourselves available to consult with You by telephone, email, video conferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. We will provide You with a preliminary business plan template. Other than the opening assistance, We are not required to provide in-person assistance to You. If You feel additional assistance is necessary (such as management training), We will provide such assistance to You based on advance notice, availability of personnel, and Your payment of a per-day, per-person, Fee. See Exhibit "A-3."

7.3 Training. We will train Your Primary Owner in the various practices, policies and procedures of operation of Your Franchise Business. The initial training program is described in Paragraph 6.1.4.

7.3.1 Additional Training. Depending on availability and advanced written notice, if You would like additional in-person training, We may provide this training to You. Our current Fee for additional training is listed in Exhibit "A-3." We have the right in Our sole discretion to limit additional training to a certain number of days, attendees, and/or representatives at a time. For all training, You must also bear the costs of travel, food, lodging and compensation of Your management employees and Us (if applicable) in connection with training.

7.3.2 Additional Training Implemented by You. In addition, We may require You to implement a training program related to brand and trademark quality control in accordance with Our Manuals and all other training programs as may be specified by Us from time to time.

7.3.3 Interim Training. In the event of the poor performance of Your Franchise Business as determined by the metrics set forth in the Manuals, or noncompliance with this Agreement or the Manuals, as determined by Us, in Our sole discretion, We may require You to complete additional training as We deem advisable and You shall pay Us a Fee as set forth in Exhibit "A-3." Such training will take place at Your location, Our headquarters, or another location that We designate, in Our sole discretion. You shall also pay all travel, lodging, food, and other expenses for our representative(s), Your attendees, and other expenses that may be incurred by Us to perform such services. Our provision of such training does not relieve You of any obligation, and is not a waiver of Our rights, under this Agreement.

7.3.4 Annual Training. At Our discretion, up to two times each calendar year, at dates and locations designated by Us, We may require Your Primary Owner and/or designated manager to attend and complete training or operational review sessions with Our representatives. These sessions will address topics and training areas that we determine, and their duration will be set at our discretion; however, they typically last between one and three days. You shall be responsible for all costs of travel, food, lodging, and other expenses of You and Your attendees. The Fee for this training is set forth on Exhibit "A-3."

7.4 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, bulletins or other written materials, telephone consultations and/or

consultations at Our offices or at Your Franchise Business in conjunction with an inspection of Your Franchise Business. We have the right to communicate directly with Your Primary Owner concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.5 Non-Compliance. We may deny any or all of the above services to You while You are in default of this Agreement or any related agreement with Us or an affiliate.

7.6 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to provide comment on various aspects of the System. We may cancel any committee at any time, in Our sole discretion. We may set rules regarding admitting and retaining committee members and other committee procedures as set forth in Our manuals, which We may amend from time to time.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services. You must use, provide, and offer for sale only those goods and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You shall promptly add, remove or modify any good or service immediately upon notice from Us. You are prohibited from selling, leasing or offering any goods or services not authorized by Us in writing.

8.1.1 Third-Party Agreements. You agree that We can negotiate on Your behalf and bind You regarding agreements and licenses with suppliers, vendors, or other third parties affecting, or beneficial to, the System, as We determine. You shall promptly execute any and all papers, documents, and agreements in connection such suppliers, vendors, and other third parties as We may request from time to time. We make no representation or warranty, and are not liable, regarding any agreement, license, or other arrangement affecting the System. We may require You to comply with the requirements and processes of such suppliers, vendors, or other third parties, including their electronic funds transfer, ACH, or other automatic withdrawal program.

8.2 Your Purchases. You shall purchase all goods, equipment, and services that We designate, including new or different goods, equipment, and services that We may require from time to time, from sources designated or approved by Us. We and Our affiliates may derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods, equipment, and services purchased from Us and We and Our affiliates may receive compensation and discounts from the supplier for Your purchase of such goods and services. Any monies paid to Us for goods, equipment, or services are non-refundable. We may require You to place orders for goods or products designated by Us by specified deadlines and if You fail to do this, We may order such goods or products for You at Your expense.

8.3 Unapproved Suppliers. You shall only purchase any items or services from suppliers that We designate. If You desire to purchase any items from an unapproved supplier, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples and other data to permit Us to ascertain whether such supplier meets Our specifications. We will notify You in writing and within 60 days as to whether such supplier has been approved. Prior to testing, You must pay a non-refundable evaluation Fee as set forth in Exhibit "A-3," plus reimburse Us for all reasonable costs and expenses of testing, regardless of whether the requested supplier is approved. A supplier who is able to meet Our specifications may, as determined

in Our sole discretion, become an approved supplier for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers. At Our discretion, We may revoke Our approval of an approved supplier upon 30 days' prior written notice.

8.3.1 A new supplier must have: the ability to produce the goods and/or services to meet both our standards and specifications for quality and uniformity; production and delivery capabilities and ability to meet supply commitments; integrity of ownership (to ensure that its association with ours will not be inconsistent with the Tee Box® image or damage Tee Box® goodwill); financial stability; and the negotiation of a mutually satisfactory license to protect Our Intellectual Property.

8.4 Equipment. You are required to obtain by purchase or lease all inventory, tools, supplies, and equipment in accordance with Our specifications and from suppliers that We designate as may be necessary or convenient for proper and efficient operation of Your Franchise Business and to maintain such inventory, tools, supplies, and equipment in good working order. For problems and training for items purchased from a supplier, You must consult with the respective manufacturer of those items. We are not required to provide training or support regarding equipment purchased from Us.

8.5 Warranties. You must look to the respective manufacturers or suppliers for issues related to warranties for any third-party goods purchased for Your Franchise Business. We do not provide any warranty for items purchased from Us.

ARTICLE IX
MANUALS

9.1 Manuals. We will loan You a copy or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property and contain mandatory and suggested specifications, standards and procedures for the operation of Your Franchise Business. You may use the Manuals only in connection with Your Franchise Business and only during the Term. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish operating and performance procedures, standards and specifications, for products, services, and Marketing for the operation of Your Franchise Business and the products and services provided, and which will become part of the Manuals and System ("Standards"). We may change these Standards at Our discretion and You must strictly follow these Standards. Failure to do so is grounds for termination of this Agreement.

ARTICLE X
MARKETING

10.1 Marketing Fund. We have the right to institute, maintain and administer and You are required to contribute to Our Marketing and brand development fund (referred to as the "Marketing Fund") for such Marketing or public relations programs as We, in Our sole discretion, may deem necessary or appropriate to advertise and promote the System nationally and Market for You locally,

and may include the development of point-of-sale items such as t-shirts, hats, posters, and other digital Marketing items and programs. The Fees for the Marketing Fund are listed in Exhibit "A-3."

10.1.1 Marketing Fund Administration. Marketing is done solely by Us unless We allow otherwise. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement and allocation of such programs; and 4) the composition of all geographic territories and Market areas for the development and implementation of such programs. We are not restricted from Marketing in Your Territory. The Marketing Fund can be operated through an entity separate from Us that has all of Our rights and duties relating to the Marketing Fund. We are not liable for any act or omission with respect to the Marketing Fund or otherwise that is consistent with this Agreement or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits; such loan may be governed by commercially-reasonable terms and interest rates. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. We may receive payment for providing goods or services to the Marketing Fund. We reserve the right to use fees from the Marketing Fund to place Marketing in national, regional, or local media. We are not required to spend any set amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. Marketing Funds may be used to solicit additional franchisees and to promote the brand. Any unused Marketing funds in any calendar year will be applied to the following years' fund. You may request an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.2 Marketing Assistance and Approved Marketing Materials. If We allow, You may develop Marketing and promotional materials and digital Marketing programs for Your use at Your cost. All such materials must be approved by Us in advance and in writing in accordance with Our Manuals. If You request that We assist You in the development of Your Marketing materials or promotional programs, and We agree to do so, this will be done for a Fee set forth in Exhibit "A-3." If You request additional Marketing materials from Us, We may supply such materials, in Our discretion, and in such case, You must pay Us the cost and shipping of such materials. Marketing that has been submitted by verified receipt or submission will be deemed disapproved if You do not receive written approval or disapproval within 10 days of the date We receive the submission. Any Marketing You create or use, including any apps or other similar media that You create or have created for use by You in, or related to, Your Franchise Business, becomes Our property, is considered "works for hire" and may be used by Us or other franchisees without compensation to You and may be made available on Our website. We have the right to disapprove previously approved Marketing material at any time.

10.3 Marketing Compliance. Your Marketing and promotional activities, if allowed by Us, must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon Us and the System. You must participate in all Marketing, email, and other programs as developed by Us, including the collection of Customer Data and participation in using and promoting apps, as developed by Us and as directed in Our Manuals.

10.4 Internet and Social Media. You may not create a website, apps, or Social Media accounts, or similar electronic media whether now or later developed, or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks. You may not engage in Marketing on the Internet, including posting items/services on third party re-sell or auction style websites, including eBay, Craigslist, Amazon.com, or use of apps without Our prior written permission. If We do provide written approval to create Your own website or Social Media for Your Franchise Business, all content must be pre-approved by Us in writing, and You must provide Us administrative access, account information and other information related to any of Your websites and Social Media. If We allow You to use Social Media in Your Franchise Business, all Social Media You develop or use must be attached only to the email address We provide to You or approve. We reserve the right to restrict Your right to use these sites in the future. Additionally, any website or Social Media You are allowed to create must be ADA compliant. You may also be allowed to place pre-approved information concerning Your Franchise Business on Our or other designated website and Social Media, as developed by Us. You may not claim, link, or frame, any web listing on sites such as Yelp, etc. To the extent that You have any web listings using Our Marks, You hereby assign such accounts to Us, and You must facilitate any transition and assignment with the online directory or Social Media platform within 30 days of signing this Agreement or of creating such listing. You must strictly comply with the policies and procedures established by Us regarding websites, Social Media and Internet Marketing. We can prohibit or condition any use by You of the Internet, or other digital, electronic or Social Media in Our discretion. Upon signing this Agreement, You shall execute the Digital and Social Media Authorization for Assignment attached hereto as Exhibit "A-7."

ARTICLE XI
DEFAULT AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of the Term if You default on any of Your obligations, representations, warranties, or other provisions of this Agreement and fail to cure such default, if curable. If curable, You must cure a default within the time periods set forth below after receiving notice of default. If the default is one that is incapable of cure, Termination is effective as of the date of the notice of default unless We indicate otherwise in writing. Our election not to terminate the Agreement in the notice of default is not a waiver of Our right to do so.

No Cure Period:

A. Insolvency. You become insolvent or any of Your owners commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Unauthorized Duplication. You duplicate the System or use the System or any part thereof in connection with any other business.

C. Repeated Defaults. You default under the same provision of this Agreement on 2 or more occasions during any 12-month period, or default under any provisions of this Agreement, whether the same or different, on 3 or more occasions during the Term.

D. Unauthorized Use of Intellectual Property. You use Our Intellectual Property other than in connection with the operation of Your Franchise Business or You disclose or use the contents of the Manuals, trade secrets, or Confidential Information or other proprietary information provided to You by Us in violation of this Agreement.

E. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

F. Misrepresentations. You make any material misrepresentations relating to the Franchise Business, including during the acquisition of the Franchise Business.

G. Abandonment. You abandon or close Your Franchise Business.

H. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

I. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records, submit any false report or payment, make a false statement, or otherwise defraud Us.

J. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime, offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein. You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, including radio, television, newspapers, the Internet, or Social Media; or You engage in conduct that, in Our good-faith estimation, does or could reflect negatively upon the operations and/or reputation of Your Franchise Business, the System, or Us in an adverse manner.

K. Unauthorized Competition. You fail to comply with the covenant not to compete as set forth in Article 16 and elsewhere in this Agreement, including if You, any of Your owners, or any of Your Immediate Family has an interest in, directly or indirectly, in a Competing Business.

L. Termination of Lease Agreement. Your Lease for the Premises is terminated.

M. Illegal Drug Use. You use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

N. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

O. Unauthorized Modification. You modify in any degree by adding to or taking from or changing any aspect of the System, including the processes, procedures, and instructions set forth in the Manuals or this Agreement.

P. Multiple Failures. You, or any of Your direct or indirect owners, (a) fail on 3 or more separate occasions within any 12-consecutive-month period to comply with this Agreement, whether or not We notify You of the failures or You correct the failures, or (b) fail on 2 or more separate occasions within any 6-consecutive-month period to comply with the same obligation under this Agreement, whether or not We notify You of the failures or You correct the failures.

Q. Default of Another Agreement. You, or a related entity to You, default under the terms of any other agreement with Us.

R. Unauthorized Closure. Your Franchise Business is closed for a period of 2 or more consecutive days or not open for the business hours as required under this Agreement for 2 or more days in any 30-day period without Our prior written approval, or You move the location of Your Franchise Business Premises without Our prior written approval.

15-Day Cure Period:

S. Failure to Pay. You fail to pay any Fee or other amount due to Us or Our affiliates, or other designated, approved or other suppliers or assigns, within the time period specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

T. Failure to Accurately Report. You fail to accurately report Your Gross Sales or fail to submit any reports or records required under this Agreement or the Manuals.

U. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

V. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

W. Other Defaults. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our estimated costs and expenses arising from such default(s), including reasonable legal fees and reasonable charges for Our employee's time related to the default(s) must be paid to Us by You within 5 days following Our demand for payment. Notwithstanding anything to the contrary herein, We have the right, in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time period allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, including, penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your default of this Agreement. As part of any such action, We may accelerate the balance of any outstanding installment obligation due hereunder and bring an action for the entire accelerated balance.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, including lost profits.

11.3.5 Cross Default. In Our sole discretion, We may terminate any other agreement You or a related entity or person, including any of Your members or shareholders, have with Us or Our affiliates.

11.4 No Right of Termination. Except as specifically provided herein, You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law (subject to applicable state law). All provisions of this Agreement pertaining to termination will apply including the survival of the covenants not to compete after termination.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees, and other obligations owed or accrued to Us, Our affiliates, or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Tee Box® franchisee or business and immediately and permanently cease to advertise or in any way use the System, Intellectual Property, apps, materials, methods, procedures, processes, Marks, or promotional materials provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Trade Secret and Confidential Information and Products. Except as provided below in Paragraph 12.1.8, within five days of Termination, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem trade secret or confidential, or in the alternative, provide proof to Us that have sold such products or information to Us or another System franchisee such trade secret and/or confidential products.

12.1.4 Disassociation. Within 14 days after Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, including the removal of signs, destruction of letterheads, changing of telephone listings, telephone numbers, and the like and to assign and transfer the telephone listing, telephone numbers, Marketing accounts, e-mail addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 14 days after Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (including originals and any copies) physical copies of Our Manuals, all training, Marketing and promotional aids and materials and all other printed materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You must alter, modify and change both the exterior and interior appearance of Your Franchise Business Premises to Our satisfaction, so that it will be easily distinguished from the standard or common appearance of a Tee Box® business and will cease using the signs, seating, décor, displays, advertisements, promotional materials and the like that are unique or distinctive to the System.

12.1.9 Pay Damages. Pay to Us all costs, damages and expenses, including post-Term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, including to obtain injunctive or other relief to enforce any provision of this Agreement.

12.1.10 Proprietary Information. Cease using or availing Yourself of any of Our proprietary or Confidential Information. All trade secret and/or confidential information must be either physically destroyed or mailed to Us.

12.1.11 Customer Data. Provide Us with the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.12 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.13 Reimbursement Fee. You must provide Us with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You will be required to refund all customer gift card and gift certificate amounts as required under Your state's applicable laws. In the event We are required to pay any reimbursement amounts to Your customers, for unredeemed gift cards or otherwise, You will be responsible to pay Us the reimbursement amount, plus a Fee in each instance for Our time (see Exhibit "A-3"). Additionally, to the extent You do not reimburse the customer, You must reimburse Us the amount of unredeemed customer gift cards and gift certificates purchased from You. Subject to state law.

12.1.14 Financial Inspections. If We require, You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from, or relating to, Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Franchise Business.

12.3 Survival of Provisions. All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, including Your obligation to indemnify Us and each Tee Box Party and to pay all amounts owed, and You must continue to observe the confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions with respect to arbitration and dispute avoidance.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You must make the Premises accessible and available for Us to examine and verify Your compliance with Your post-Termination obligations, and/or to operate if We, in Our sole discretion, choose to do so. If You fail to make the Premises available to Us, You will be assessed a Fee for the expense incurred by Us to enforce Our rights under this paragraph.

12.5 Your Continued Operation. If You continue to operate Your Franchise Business, or any business offering similar products and services, after Termination of this Agreement, using any of the Marks or any aspect of the System, Our remedies will include, recovery of the greater of: (a) all profits earned by You in the operation of Your Franchise Business or similar business after such Termination; or (b) all royalties, Marketing contributions and other amounts which would have been due if such Termination, had not occurred.

12.6 Liquidated Damages. You and We recognize the difficulty of calculating damages caused by lost future royalties, but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula for liquidated damages set forth on Exhibit "A-3" as a compromise on the calculation of such damages. If this Agreement is Terminated, other than for non-renewal or mutual Termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. These liquidated damages listed on Exhibit "A-3" will be equal to the average royalty payment from the previous 12 months multiplied by the lesser of 36 months or the remaining Term. In addition, You must reimburse Us all of Our reasonable attorneys' fees and costs related to enforcing and collecting these liquidated damages. You and We agree that such amount will be reduced to the present value of such payments as of the date of Termination utilizing an interest rate of 5%. Such liquidated damages only cover Our damages for lost royalties and does not cover any other damages under this agreement, at law, and in equity and are not a waiver of any other right. You agree that these liquidated damages do not give us an adequate remedy at law for any other default under any provision of this Agreement other than lost royalties.

12.6.1 Fee for Non-Compliance; Payment of Our Costs in Securing Compliance. In addition to any other remedy We may have under this Agreement and under law, in the event You fail to comply promptly with any of Your post-Termination obligations: (a) You agree to pay Us a Fee as set forth in Exhibit "A-3" per day for each day that You are in default, as a reasonable estimate of the damages suffered by Us; and (b) to prevent further injury, We may hire a third-party or use Our own personnel to de-identify Your Premises and/or to carry out any other post-Termination obligations on Your behalf, for which costs You will be responsible. These costs will include any attorneys' fees and costs incurred and associated with enforcing Your post-Termination obligations. We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for these payments. This post-Termination Fee obligation will not affect Our right to obtain appropriate injunctive relief and other remedies to enforce this Article XII, Our trademark rights, or other post-Termination obligations.

12.6.2 Additional Non-Compliance Costs. In addition to the daily post-Termination non-compliance Fee, You will pay to Us: (a) the amount of expenses reasonably incurred by Us to perform any obligation that You failed to perform, calculated on hourly rates of Our personnel, and time, travel, lodging, food and other expenses where applicable; and (b) all damages, costs and expenses, including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief. Upon Your Termination, We have the right to transfer from Your account by EFT or other electronic withdrawal means, a payment of $10,000 in respect and anticipation of the post-Termination non-

compliance Fees and expenses referred to in Section 12.5. Upon completion of de-identification of the Premises to Our reasonable satisfaction and payment of the expenses provided in this Section 12.5, We will refund to You any unused portion of the $10,000 remaining. If the $10,000 is insufficient to satisfy Your monetary obligations to Us, You will pay the balance owing within 30 days of Our invoice to You.

12.7 Attorney-In-Fact. You hereby appoint Us as Your attorney-in-fact, and expressly authorize Us, to sign any document and take any action convenient or necessary to fulfill Your obligations under this Agreement.

12.8 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your assets, contracts, inventory, equipment, signs, accessories and other personal property relating to Your Franchise Business (collectively, "Operating Assets") at the then-existing fair market value of such item or items as of the date of Termination of this Agreement, less any amounts owed to Us. You hereby grant Us permission to speak directly with Your landlord and other creditors, including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to by the parties, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period") by giving written notice to You of Our intent to exercise Our option to purchase. The purchase of any of Your Operating Assets may, at Our option, be done through an asset purchase agreement with payment and delivery of the assets to be accomplish within 30 days after execution, unless You and We otherwise agree. We have the right to use Your assets and Premises during the Option Period, and in such case, We will pay You the fair market value of such use. Unless otherwise agreed by You, the purchase price as determined hereunder will be paid in cash within 30 days of providing notice of Our intent to purchase. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Paragraph 4.2.3 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

13.1.4 Assignability. Our rights under this Section 13.1 are assignable by Us at Our discretion.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold or We may sell any part of or all of Our Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, including arrangements in which: 1) the territories, retail locations or other facilities are, or are not, converted to the System or other format or brand (including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You must fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Transfer by You without Approval. This Agreement is personal as to You, and is being entered into in reliance upon and in consideration of Your qualifications and representations, including representations of all current owners. Therefore, neither this Agreement nor any of its rights or privileges, nor any shares or units in the ownership of Your entity or Your Franchise Business may be Transferred (as defined below) in any manner by You or anyone else unless Our prior written approval is obtained. As a prerequisite to seeking Our consent, You must provide Us with all documentation relating to the Transfer of Your Franchise Business or this Agreement. Said approval will not be unreasonably withheld (except as stated below), but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business or Your entity for sale.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of this Agreement, Your Franchise Business, or any part of Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such Transfer without Our written approval is considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, including the net worth, credit worthiness, background, training, personality, reputation, brand-culture alignment, and business experience of the proposed transferee, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee. In no case will You or a proposed transferee rely on

Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates are liable to You or the transferee or any other person or entity relating to the Transfer and You must indemnify and hold Us and each Tee Box Party harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. Upon any proposed Transfer of any interest in this Agreement or Your Franchise Business, You must submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Franchise Agreement Transfer Fee. As a condition of Our approving the Transfer of this Agreement or Your Franchise Business, You must pay Us the non-refundable "Franchise Agreement Transfer Fee" listed in Exhibit "A-3" at the time of the approved transfer.

14.6 Minority Transfer. If a proposed Transfer of any interest in Your Franchise Business or Your entity is only among existing shareholders or members of a corporation or limited liability company franchisee, or among existing partners of a partnership franchisee, or by an individual or partnership franchisee to a corporation or limited liability company controlled and owned 100% by You or any combination of Your current owners, and such proposed Transfer along with all of the Transfers of any interest in Your Franchise Business that have occurred during the Term, and any prior franchise term(s), are comprised of, in the aggregate, 50% or less of the total ownership and voting interest in Your Franchise Business (ownership and voting interests will each be assessed separately), You shall, instead of paying the Franchise Agreement Transfer Fee, pay Us the "Minority Transfer Fee" as set forth in Exhibit "A-3," and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, You shall obtain Our prior written consent before executing such proposed Transfer. All guarantors will remain guarantors to this Agreement unless otherwise released by Us in writing, in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that the Transfer thereof is subject to the restrictions of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement or Your Franchise Business by You, such as by legal process, are not permitted, are not binding on Us and are grounds for termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor to otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer this Agreement or Your Franchise Business in whole or in part, or any material portion or property used by You in connection herewith, whether or not binding on Us, will be grounds for the immediate termination of this Agreement, unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of this Agreement or Your Franchise Business and as a condition for Our approval of any Transfer.

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder. All accounts payable and other monetary obligations to Us and Our affiliates must be paid in full. You must have submitted all required reports, financial statements and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms

of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with Your Franchise Business must be assumed by the transferee, including assuming Your lease obligations, if applicable.

14.8.4 Current Brand Standards. You must bring Your Franchise Business, including Your premises, up to Our current Brand standards and specifications as required of new Tee Box® franchise locations.

14.8.5 New Franchise Agreement. The transferee must sign the then-current form of the Franchise Agreement and fully upgrade the Franchise Business and Premises to the level required of new franchisees.

14.8.6 Transferee Training. The transferee must complete the training program required of new franchisees as set forth in Section 6.1.4. You or the transferee must also pay the travel, lodging, food, and other expenses for the trainees while attending this training.

14.8.7 Franchise Agreement Transfer Fee. You must pay the Franchise Agreement Transfer Fee set forth in Exhibit "A-3."

14.8.8 General Release. You and each of You must execute a general release releasing each Tee Box Party of any claims You may have against any Tee Box Party.

14.8.9 Gift Cards. You are required to provide Us and the proposed transferee with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You must ensure that payment of all outstanding gift cards is a part of the transfer agreement.

14.8.10 Survival of Covenants. Your non-competition, confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions relating to dispute resolution, will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your assets, this Agreement, the Franchise Business or ownership in Your entity (collectively "Assets") on such terms and conditions specified in a bona fide written offer from a third party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, including the Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, including any additional data concerning the transaction requested by Us from You, We will have 60 days in which to advise You in writing of Our election to have the Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions

submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article 14. However, if there are any material changes in the terms and conditions of the proposed Transfer after You notify Us of the proposed Transfer, including any changes in the terms and conditions occurring after We notify You of Our election not to purchase the Assets pursuant to Our right of first refusal, and any of those changes are less favorable to You, You must notify Us of the changes in writing and We will have an additional 10 days within which to elect to purchase the Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within 90 days after We elect not to purchase the Assets, You must re-offer the Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of a franchisee that is an individual or an entity owned by one individual (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), Your heirs or personal representative will have the right to continue Your Franchise Business; provided that We have the right to approve or reject of such heirs or personal representative, in Our sole discretion. If we give such approval, Your heirs or personal representative must, within a reasonable time (not more than 180 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located), appoint a new Primary Owner in all matters pertaining to Your Franchise Business who must be approved by Us in writing and meet the requirements as stated herein. Such Primary Owner must be trained by Us in accordance with Our standards and You shall pay the transferee training fee and the Minority Transfer Fee as set forth in Exhibit "A-3." The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the transfer procedures explained above in this Article XIV will apply, including the payment of the Franchise Agreement Transfer Fee as set forth in Exhibit "A-3." If We are required to run Your Franchise Business for a time due to Your death, incapacity, unexcused absence, poor performance, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply. In the event of the death or incapacity of Your Primary Owner, You shall ensure that the interest of Your Primary Owner in Your franchise entity is transferred to another member and that You appoint a new Primary Owner, subject to Our prior written approval, and inform Us of such election, and You shall pay the Minority Transfer Fee for permitted minority transfers as set forth in Section 14.6.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse or a third party all or any part of Your interest in this Agreement or Your franchisee entity and/or in any property related thereto, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement without paying a fee to Us, to a corporation or limited liability company formed for the convenience of ownership, provided You: 1) provide Us at least 15 days' prior written notice of the proposed Transfer; 2) provide copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; 3) own all voting securities of the corporation or limited liability company; and 4) remain as a personal guarantor to this Agreement.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, including, its daily operations, managing and directing employees, contractors, and sales persons, and paying all costs and expenses of Your Franchise Business. You agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify Us and each Tee Box Party for any liability, cost or expense including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We will guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You must defend, indemnify, and hold Us and each Tee Box Party harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, including reasonable attorney's fees arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. We and each Tee Box Party will have the right to defend any such claim against it by employing counsel of its choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. You and We share in a common interest in avoiding situations where persons or companies who are or have been franchisees operate or otherwise become involved with a similar or Competing Business during the Term. During the Term and for any extensions or Successor Franchises hereof, You and Your Immediate Family shall not own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, contractor, consultant, partner, officer, director or

shareholder of any Competing Business in any capacity, territory or location, except with Our prior written consent. You understand and acknowledge that to violate this Section will create irreparable harm. Each of Your owners, members, directors, officers, managers, and shareholders shall execute the standard Brand Protection Agreement attached as Exhibit "A-4." Your employees must execute Our Brand Protection Agreement attached hereto as Exhibit "A-5" (Although We provide You this form, it is Your responsibility to conform it to the laws and regulations of Your state. You must immediately provide Us a copy of any changes You make to this form). A copy of all such agreements must be promptly delivered to Us at closing for Your owners and within 1 week of hiring of Your management employees. You shall immediately notify Us in the event Your Immediate Family has any interest or involvement in any Competing Business or is otherwise in violation of the provisions in this section.

16.2 Confidentiality. During the Term and any extensions or Successor Franchises hereof, and at any time thereafter, You shall not, and You shall ensure that those over whom You have control shall not, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Us. Without limiting the foregoing, You shall not forward any communication (email, paper, etc.) from Us to You to another email account You control or share, or forward to anyone, including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that the information disclosed by Us prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (including the duties of non-use and non-disclosure) as if such information had been disclosed following the execution of this Agreement.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You and Your Immediate Family shall not, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, franchisee or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business in any capacity, territory or location within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Tee Box® business in operation at the time of Termination or Transfer of this Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. You understand and acknowledge that to violate this Section creates irreparable harm to Us and to the System.

16.3.1 Tolling of Covenant. In addition to other remedies available to Us, in the event You compete during the term of non-competition, this non-compete time period will be tolled and extended for the period of Your competition, plus an additional six months.

16.4 Non-Solicitation of Customers. For three years after the Termination of this Agreement, You shall not, directly or indirectly, contact any customer of Ours or of another Tee Box®

franchisee or of Your former Franchise Business for the purpose of soliciting any such customer to a Competing Business from any such customer any business that is the same as or substantially similar to a Tee Box® business.

16.5 Survival of Covenants. The foregoing covenants will survive the Termination of this Agreement and will apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or default of the covenants and provisions of this Article XVI is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article XVI be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. Any Dispute must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of 1 year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than 2 years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If You bring an action for alleged wrongful Termination of this Agreement and provided that the termination has not resulted in a closure of Your Franchise Business, Your sole remedy will be to be reinstated as a franchisee with no award of damages. If the Termination results in a closure of Your Franchise Business, Your sole remedies will be reinstatement as a franchisee and to receive compensation for economic losses directly incurred by You as a result of such closure, conditioned upon Your duty to mitigate.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a 3-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the upfront cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform all obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered by one of the following methods with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail to the addresses indicated on Exhibit "A-2."

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Salt Lake County, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" includes the Party which obtains a judgment in their favor, or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly defaulted, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

19.6 No Limitation of Our Rights. We may, in Our discretion, elect not to enforce or selectively enforce any provision of this Agreement whether with respect to You or any other franchisee and such acts or omissions will not limit or otherwise affect Our rights to strictly enforce this Agreement.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entities, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that he, she or they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with

Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You cannot offset or withhold the payment of any royalties, Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion or other cause which is beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement, and are binding.

20.12 Effective Date. This Agreement will become effective as of the Effective Date only when fully executed and accepted by Us at Our headquarters.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 Limited Obligations. We make no warranty or covenant to provide to You any level of Marketing, site selection assistance, or other development or operational assistance or services, other than as expressly set forth in this Agreement. This Agreement does grant You the right to be awarded additional franchises other than as expressly set forth in this Agreement.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction that We believe are necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this Franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or default, or cause the violation or default, of any agreement or covenant between any third party or the violation, default, or breach of any order, decree or judgment of any court or administrative agency.

20.18 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.19 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect, and may be used for all purposes as if it were an original.

20.20 Owners of the Franchise. You represent, and We rely upon Your representations in entering into this agreement, that the individuals and entities, along with all of their sub-owners down to the level of their individual owners, listed in Exhibit “A-2,” are the owners and sole holders of a legal and beneficial interest in Your Franchise Business. We reserve the right to decline entering into this Agreement with You or approving a Transfer of this Agreement, Your entity, or Your Franchise Business, if Your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by Us in Our sole discretion.

20.21 Drafting. You represent that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and agree to all of its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

20.22 Statement of Policy on Franchisee Acknowledgements. No statement, questionnaire, or acknowledgement signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ARTICLE XXI
DEFINITIONS

The terms "including," "include," and "includes" as used throughout this Agreement are not intended to be limiting or exhaustive and mean "including, but not limited to." In addition, the following terms are defined as follows:

"Competing Business" means a business, in wholesale or retail, offering products or services the same as or substantially similar to Your Franchise Business or the System in any capacity, territory or location, including any indoor golf training, fitting, driving range, and simulator business, or other business offering products or services competitive to those of Tee Box®.

"Confidential Information" means any information relating to Your Franchise Business, Our products or services, or the development or operation of a Tee Box® business or relating to the System as a whole, including: (i) methods for the preparation of Tee Box® products; (ii) Our methods, techniques, formats, layout, specifications, recipes, hardware, software, systems, proprietary technology, procedures, equipment, sales and Marketing programs, techniques, knowledge, and experience in the development and operation of Tee Box® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Tee Box® products, materials, supplies, equipment, furnishings and fixtures; (iv) knowledge of operating results and financial performance of Tee Box® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Tee Box® businesses; (vi) the contents of the Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship; (vii) all Customer Data, whether maintained or created by Us or You; and (viii) the Intellectual Property that is generally deemed confidential. Confidential Information further includes all Improvements whether developed or discovered by Us or You.

"Copyright Materials" means all materials, Manuals, artwork and designs used with the Marks or in association with the System.

"Customer Data" means any and all customers, and customer and potential customer data and lists, including phone numbers, emails, social media followers' information, etc., even if deemed to have arisen through Your activities.

"Dispute" any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs You are required to pay to Us, as more fully set forth on Exhibit "A-3."

"Gross Margin" means the percentage calculated by subtracting the cost of goods sold from Gross Sales and then dividing the result by Gross Sales, with the final figure expressed as a percentage.

"Gross Sales" means the total amount of all revenue generated from the sale of goods, merchandise, products, or services, whether for cash, credit, trade, or barter, before any deductions for discounts, returns, allowances, rebates, or similar adjustments. This includes income of every kind and nature arising from the sale of goods and services and the value of any trade or barter transactions. Gross Sales excludes sales taxes collected from customers and remitted to tax authorities and any amounts paid for sales or use taxes on the sale of products or services.

"Immediate Family" refers to and includes each of Your spouse, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law.

"Improvement" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, including to Your Franchise Business, Copyrighted Materials, Manuals, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing and promotional ideas or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Intellectual Property" means all parts of the System particular to Us or Our affiliate(s), as the case may be, and collectively Includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, recipes, operations, Manuals, Confidential Information, and other proprietary information.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business due to Your defaults or poor performance or as otherwise allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Lease" means a commercial lease or other document for occupancy of the Premises.

"Manuals" means one or more guides or manuals, Including an operations manual and/or policies and procedures manual, technical bulletins or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be in printed or in an electronic format in Our discretion. We reserve the right to require You to use an electronic version of the Manuals and to require You to access the document using the Internet or an intranet created and supported by Us. You understand and agree that aside from the uses permitted specifically under law, it is unlawful and a criminal offense to duplicate or reproduce any copyrighted or other proprietary materials.

"Marketing," "Market" includes advertising, brand development, promoting and selling products and/or services, market research and other related processes whether utilized or developed now or in the future.

"Marks" means the federally registered and common law trademarks and service marks owned by Us, whether now or later developed. "Marks" will also include any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

"Operating Account" is defined as that account into which all receipts of Your Franchise Business must be deposited.

"Primary Owner" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 25% ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a different ownership percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us. By identifying an individual as Your Primary Owner, You represent and warrant to Us that such individual satisfies all of the above definitional requirements.

"Shall" when used in this Agreement, shall means must or other similar affirmative obligation on Your or Our part, as the context requires.

"Social Media" means any and all websites and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"Tee Box Party" includes Us, Our predecessors, parents, affiliates, subsidiaries, and each of Our and their officers, directors, shareholders, members, managers, employees, agents, and representatives.

"Tee Box® Product" means any and all of the Tee Box® and other products and menu items that are sold or offered for sale by Us or Our affiliate, or by licensees or franchisees of Us at a Tee Box® business.

"Termination or Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the Tee Box® System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, mortgage or granting of any security interest.

"You" or "Your" Includes all signers of this Agreement, all of Your current and subsequent guarantors, all subsequent and current of Your members, Primary Owners, owners, partners, shareholders, managers, directors, officers, agents, affiliates, employees and with those whose conduct You are chargeable.

[INTENTIONALLY LEFT BLANK]

IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER ENTITY, ALL SHAREHOLDERS, MEMBERS, AND OWNERS OF THE CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER ENTITY MUST EXECUTE A GUARANTY AND ASSUMPTION OF OBLIGATIONS, ATTACHED HERETO AS EXHIBIT "A-9."

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the Effective Date.

FRANCHISOR:

TEE BOX FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____
(Entity Name)

By: _____
(Signature)

Name: _____

Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY:
(Map may be attached)

The Territory will consist of the following area:
_____.

_____
Franchisor Initial and Date

_____
Franchisee Initial and Date

LOCATION OF PREMISES

APPROVED PREMISES LOCATION:

Premises located at: _____.

_____
Franchisor Initial and Date

_____
Franchisee Initial and Date

Our approval of the Territory or a site is not a guarantee or a warranty of the potential success of a territory or a site.

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of Entity: _____
State Entity was formed: _____/Date of Formation: _____
EIN: _____

You must write below the name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company. *Attach additional sheets as needed.

Name	**Address**	**Percentage of Ownership***

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

List the names of the owners of the company (including all of their owners (if applicable) down to the individual ownership level) and each of their states of residency:

Name	**State of Residency**

The address where Your corporate records are maintained is: _____
_____
_____.

The name and address of the Primary Owner who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with us

and make decisions relating to the operations of the franchise business:
Name: _____
Address: _____
Email: _____

You must provide us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

All notices must be sent to the following address as required by Article XVIII of the Agreement.

FRANCHISOR:	**FRANCHISEE:**
Tee Box Franchising, LLC 702 W Porter Ln Centerville, UT 84014 (or Our then-current headquarters) Email: franchising@tbx.golf With a courtesy copy to (which will not act as notice or service to Tee Box Franchising, LLC) : The Franchise & Business Law Group Attn: Nate Whitaker 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email : nwhitaker@fblglaw.com	_____, LLC/Inc. _____ _____ Email:_____

Dated _____.

FRANCHISEE:

_____
(Entity Name)

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART

You agree to the following Fees as more fully described in the Franchise Agreement.

Type of Fee*	Amount	Notes
Initial Franchise Fee*	$49,500. Qualified, honorably discharged U.S. military veterans who provide satisfactory documentation are eligible for a 10% discount on the Initial Franchise Fee.	See Section 5.1
Opening Demo Gear and Club Fitting Equipment Package	$1,000 to $5,000	See Section 7.1.2
Grand Opening Fee	$5,500 to $10,000	See Section 5.3.4
Royalty Fees*	1. General Royalty Fee: For all business activities not related to golf club product sales or golf club fitting services, the royalty fee is 8% of gross sales. 2. Golf Club Product Sales and Golf Club Fitting Services Royalty Fees: The royalty for golf club product sales and golf club fitting services (combined) is 5% of gross sales.	See Section 5.2
Marketing Fund Fee*	2.5% of gross sales	See Paragraph 5.3.1
Optional Local Advertising Assistance	$200 monthly management fee and $1,500 minimum monthly spend	See Paragraph 5.3.2.1
Advertising Cooperative*	1%-2% of gross sales payable to the co-op (currently not assessed)	See Paragraph 5.3.3
New Primary Owner Training	$4,000 per training session	See Section 6.1.4(ii)
Annual Training Fee	$500 per person per training session	See Section 7.3.4
Additional In-Person Training or Assistance	$500 per day, per person	See Section 6.1.4.(iv)
Franchise Agreement Transfer Fee*	$10,000	See Section 14.5
Minority Transfer Fee	$500	See Section 14.6
Transferee Training Fee*	$8,000 per training session	See Sections 14.8.5
Relocation Fee	$2,500	See Section 4.5
Late Fees	$25 per day per late fee or report	See Paragraph 5.4.4
Interest	18% interest on any late payment, or the maximum allowed by state law, whichever is less	See Paragraph 5.4.5

NSF Fees	$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.4
Successor Franchise Fee	$10,000	See Paragraph 2.2.4
Conference Fee*	Our then-current fee for conferences or seminars, not to exceed $1,000 per attendee. Currently the fee is $0 per attendee	See Paragraph 6.1.13
Supplier Evaluation Fee	$500, plus reimbursement of actual costs	See Section 8.3
Fees on Default	Reimbursement of actual costs of Attorneys' fees, costs, interest and audit costs.	See Section 11.2
Audit Charge	Reimbursement of actual costs of audit	See Paragraph 5.5.2
Interim Management Fee	$500 per day, per representative, plus food, travel and lodging for Our representative(s) and other expenses which may be incurred by Us to perform such services.	See Paragraph 6.2.3 and Section 14.10
Interim Training Fee	$500 per day, per representative, plus food, travel and lodging for Our representative(s) and other expenses which may be incurred by Us to perform such services.	See Paragraph 7.3.3
System Non-compliance	$250 to $1,000. Our current fines are set forth below: - Store uncleanliness ($250) - Failing to provide documentation ($250) - Unauthorized use/disclosure of trademark, brand materials, intellectual property, confidential information ($1,000) - Unauthorized use of product/supplier ($1,000) - Unauthorized Packaging ($1,000) - Poor service/product quality ($250) - Failure to meet deadlines for new equipment, products, processes, etc. ($250) - Hygiene/Dress code violation ($250) - Health or safety violation ($250) - Miscellaneous noncompliance as further described in our Manuals ($250)	See Section 5.9
Indemnification	Reimbursement of actual costs of indemnification	See Section 15.2
Technology Fee	$1,000 per month	See Section 5.10
Compliance Inspection Fee	The cost of the services, plus a 5% to 15% administrative fee	See Section 6.2.2(iv)
Dispute Resolution Fees	Reimbursement of actual costs of dispute resolution fees	See Section 17.2
Post-Termination Liquidated Damages	Average royalty from the previous 12 months multiplied by the lesser of 36	See Section 12.6

	months or the remaining Term, whichever is less.	
De-identification Fee	$500 per day for each day that You are in default	See Section 12.6.1
Tax Reimbursement Fee	Sum equal to tax imposed	See Paragraph 5.4.5
Insurance Procurement Fee	Reimbursement of actual costs of insurance, plus 10% administrative fee	See Paragraph 6.1.10
PCI and DSS Audit Reimbursement Fee	Reimbursement of actual costs of PCI and DSS audit	See Paragraph 6.1.12(iii)
Reimbursement Fee	Reimbursement of actual costs of all amounts paid to customers, plus a 10% administrative fee	See Paragraph 12.1.13
Document Preparation Fee	Reimbursement of our actual legal fees and administrative costs related to document preparation	See Section 5.11
Marketing Assistance Fee	$100 per hour	See Section 10.2

* Each fee, except those identified with an *, is a current fee and may be changed in the Manuals in Our discretion, except that such fee may not increase by more than 100% during the Term.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of _____, by TEE BOX FRANCHISING, LLC ("Franchisor," "We," "Our(s)," and Us") and the undersigned principals (each a "Principal" and collectively, the "Principals").

WHEREAS, the Principal(s) or his/her/their company entered into (or intend to enter into) an agreement with Franchisor so as to be able to obtain the rights to operate a Tee Box® Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Agreement");

WHEREAS, Franchisor has developed, or has acquired to right to, Confidential Information for the operation of a Tee Box® Franchise Business and may continue to develop new Confidential Information and revise current Confidential Information for use in association with the Tee Box® System. "Confidential Information" means any information relating to a Tee Box® business, Our products or services, or the development or operation of a Tee Box® business or relating to the System as a whole, Including: (i) methods for the preparation of Tee Box® products; (ii) Our methods, techniques, formats, layout, specifications, recipes, hardware, software, systems, proprietary technology, procedures, equipment, sales and Marketing programs, techniques, knowledge, and experience in the development and operation of Tee Box® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Tee Box® products, materials, supplies, equipment, furnishings and fixtures; (iv) knowledge of operating results and financial performance of Tee Box® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Tee Box® businesses; (vi) the contents of the Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship; (vii) all Customer Data, whether maintained or created by Us or a Principal; and (viii) the Intellectual Property that is generally deemed confidential. Confidential Information further Includes all Improvements whether developed or discovered by Us or a Principal; and

WHEREAS, Principals may have access to the Confidential Information; and

WHEREAS, each Principal recognizes the value of the Confidential Information and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining secret the Confidential Information, and recognizes that Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement, and all references herein to "Article," "Sections" and "Paragraphs" refers to articles, paragraphs and sections of the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principal(s) or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Each Principal individually acknowledges that he or she has

obtained or may obtain knowledge of the Confidential Information, which is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Each Principal further acknowledges that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. During the Term, any Successor Franchise Terms, and any other extensions thereof, or and at any time thereafter, each Principal shall not (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. Each Principal shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Franchisor. Without limiting the foregoing, each Principal shall not forward any communication (email, paper, etc.) from Franchisor to Principal to another email account Principal controls or shares, or forward to anyone, Including employees, without first receiving Franchisor's express written consent. Each Principal acknowledges and agrees that the information disclosed by Franchisor prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (Including the covenants protecting against disclosures) as if such information had been disclosed following the execution of this Agreement.

2.1 Duty to Notify. Each Principal shall notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all employees to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that a Principal knew or had reason to know of any suspected attempts to violate this Agreement, each Principal agrees to indemnify Franchisor and Franchisor's parents, affiliates, officers, directors, shareholders, members, managers, employees, agents, and representatives for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Each Principal shall not directly or indirectly use, replicate, adapt, or create any product or output that is identical or substantially similar to any product or output derived from the Confidential Information, including any processes, procedures, recipes, or ingredients, whether or not such product or output is created through reverse engineering, modification, or independent development.

2.3 Limited Use. Each Principal shall limit his/her use of the Confidential Information to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor.

3. Non-Competition. Principal(s) and Franchisor share in a common interest in avoiding situations where persons or companies who are or have been Tee Box® franchisees operate or otherwise become involved with a substantially similar competing business. Therefore, the following covenants will be enforced during and after the Term.

3.1 In-Term Covenant. During the Term, any Successor Franchise Terms, and any extensions thereof, except as permitted under the Franchise Agreement, each Principal shall not shall

not, own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, consultant, contractor, partner, officer, director or shareholder of any business offering indoor golf training, fitting, driving range, or simulator services, , or other business offering products or services competitive to those of the Franchise Business or the System in any capacity or location anywhere in the world, except with Franchisor's prior written consent. Each Principal understands and acknowledges that to violate this Section will create irreparable harm.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or Principal's franchise entity, and for a continuous, uninterrupted period of 3 years thereafter, each Principal shall not directly or indirectly, participate as an owner, operator, shareholder, director, partner, consultant, agent, member, manager, employee, contractor, advisor, officer, lessor, lessee, franchisor, franchisee or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any business, firm, entity, partnership or company, in any business offering indoor golf training, fitting, driving range, or simulator services, or other business offering products or services competitive to those of the Franchise Business or the System in any capacity, territory, or location within the Territory or within 25 miles of the Territory or within 25 miles of the territory of any System, franchise, or Tee Box® business operation at the time of Termination of the Franchise Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Each Principal agrees that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

3.3 In the event a Principal competes during the term of non-competition, or is otherwise in default of the obligation herein, this non-compete time period will be tolled and extended for the period of such default.

4. Non-Solicitation of Customers. Subject to applicable state law, during the Term, any Successor Franchise Terms, and any extensions thereof, and for three years thereafter, each Principal shall not directly or indirectly, contact, communicate with, or approach any former or current customer of the Franchise Business or Franchisor for the purpose of soliciting, proposing, or accepting any business engagement or transaction that competes with the business operations of a Tee Box® business or any business conducted by Franchisor or its affiliates. This restriction does not prohibit any activities expressly permitted under the Franchise Agreement. Each Principal acknowledges and agrees that all customer data generated from or related to the Franchise Business are the exclusive property of Franchisor, to the maximum extent permitted by applicable law. Each Principal is prohibited from using such data for any purpose outside the scope of the Franchise Agreement without explicit written consent from Franchisor.

[Sections 3.2, 3.3, and 4 above are omitted in their entirety only in respect to a Principal that is a resident of the State of California as of the Effective Date]

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from Your franchise entity, each Principal agrees to deliver to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) the Tee Box® Manuals and any and all Confidential Information.

6. Irreparable Harm. Each Principal hereby acknowledges and agrees that any default by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any default or threatened default by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such default. Additionally, each Principal agrees that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Each Principal agrees that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principal and/or his or her or their company has and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will include the plural and conversely. Each Principal understands that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, each Principal individually consents to the jurisdiction of the courts of record in the State of Utah, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Utah.

9. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principal(s) will survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Obligation to Bind Related Parties. Each Principal shall ensure that those over whom Principal has control, Including Principal's Immediate Family, comply with all obligations and acknowledgments of Principal as set forth herein.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

EACH PRINCIPAL INDIVIDUALLY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written.

FRANCHISOR:

TEE BOX FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

PRINCIPALS:

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

EMPLOYEE BRAND PROTECTION AGREEMENT

This EMPLOYEE BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of _____, between _____ ("Franchisee") and _____ ("Employee"), residing at _____.

A. Franchisee is the holder of a Tee Box® franchise developed by Tee Box Franchising, LLC (referred to herein as "Franchisor," "We," "Us," and "Our(s)");

B. Franchisor has developed, or has acquired to right to, Confidential Information for the operation of a Tee Box® Franchise Business and may continue to develop new Confidential Information and revise current Confidential Information for use in association with the Tee Box® System. "Confidential Information" means any information relating to a Tee Box® business, Our products or services, or the development or operation of a Tee Box® business or relating to Our Tee Box® system as a whole, Including: (i) methods for the preparation of Tee Box® products; (ii) Our methods, techniques, formats, layout, specifications, recipes, hardware, software, systems, proprietary technology, procedures, equipment, sales and marketing programs, techniques, knowledge, and experience in the development and operation of Tee Box® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Tee Box® products, materials, supplies, equipment, furnishings and fixtures; (iv) knowledge of operating results and financial performance of Tee Box® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Tee Box® businesses; (vi) the contents of the operations and other manuals or any other information obtained from Us in confidence at any time regarding business operations; (vii) all Customer Data related to the Tee Box® business; and (viii) other information and intellectual property that is generally deemed confidential. Confidential Information further includes all improvements whether developed or discovered by Us or Employee; and

C. Employee may in the course of his or her employment by Franchisee have access to such Confidential Information.

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Employee acknowledges that in the initial training program and during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Confidential Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Tee Box® franchise. Employee shall disclose in writing to Franchisee or Franchisor, within 10 days after receipt of such Confidential Information, as to whether such Confidential Information was already known to him or her. Recipient agrees that by not providing such disclosure to Franchisee or Franchisor, Employee is acknowledging and representing that that such Confidential Information was not known to Employee prior to the association with Franchisee.

2. Non-Use, Non-Disclosure. Except as may be required in the performance of duties for Franchisee, Employee shall not, during the course of his or her employment or at any time thereafter, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. Employee shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Franchisor or Franchisee.

2.1 No Reverse Engineering. Employee shall not directly or indirectly use, replicate, adapt, or create any product or output that is identical or substantially similar to any product or output derived from the Confidential Information, including any processes, procedures, recipes, or ingredients, whether or not such product or output is created through reverse engineering, modification, or independent development.

3. Limited Use. Employee shall not use the Confidential Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Employee use the Confidential Information, whether in part or in whole, outside of Employee's specific employment duties.

4. Duty to Notify. Employee agrees to notify Franchisor or Franchisee or Employee's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy or reproduce any part of the Confidential Information. Employee agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Confidential Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Confidential Information.

5. Return of Materials. Immediately upon the termination of employment, Employee agrees to deliver to Franchisee (and will not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Confidential Information.

6. Irreparable Harm. Employee hereby acknowledges and agrees that any default by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any default or threatened default by Employee of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such default, and without the requirement of posting bond.

7. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, inventions, or improvements conceived, designed, devised, developed, perfected or made by Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of a Tee Box® business or business similar and/or competitive to a Tee

Box® business, or the Tee Box® system, or to any similar area of research and development, must be promptly disclosed to the Franchisor or Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

8. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely.

9. Survival of Covenants. All covenants made in this Agreement by Employee will survive the termination of Employee's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

10. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

11. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

12. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

13. Third-party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first herein above written.

FRANCHISEE:	EMPLOYEE (if a minor, see next page):
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Age: _____

For persons under 18 years of age, a parent or legal guardian must sign the Employee Brand Protection Agreement and complete the following section.

I, _____ (Parent/Guardian), the undersigned and the parent and natural guardian of _____ (minor's name), hereby acknowledge that I have executed the foregoing Employee Brand Protection Agreement for and on behalf of the minor named herein. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our successors and assigns to the obligations and liabilities of the foregoing Employee Brand Protection Agreement.

SIGNED AND WITNESSED

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Address: _____
_____

Phone: _____

EXHIBIT "A-6"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Tee Box Franchising, LLC

Store Name and/or Number: _____

Business Name: _____

I (We) hereby authorize Tee Box Franchising, LLC hereinafter called ("Company"), to initiate debit entries to my (our) ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s): _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-7"
TO THE FRANCHISE AGREEMENT

DIGITAL AND SOCIAL MEDIA AUTHORIZATION FOR ASSIGNMENT

This **DIGITAL AND SOCIAL MEDIA ASSIGNMENT AUTHORIZATION** ("Assignment") is made and entered into as of the Effective Date (defined below), by and between _____ ("Franchisee") and Tee Box Franchising, LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a Tee Box® Franchise Agreement with Franchisor coterminous with this Assignment ("Franchise Agreement'); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Tee Box® trademark, trade names, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Tee Box® Franchise Business; and

WHEREAS, under the Franchise Agreement, all marketing materials, customer and prospective customer information, and social media accounts belong to Franchisor; and

WHEREAS, Franchisee understands and agrees that immediately following termination of the Franchise Agreement, Franchisee will not have any continuing rights in or to the Marks, Marketing materials, Customer Data or the like and that all such information must be immediately turned over to Franchisor; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, including all associated goodwill, in the Social Media and other digital media accounts used in the Tee Box® franchise business or used or created in any way by Franchisee to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Pinterest, Twitter, LinkedIn, Tumblr, and other social media accounts (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, including providing all passwords and administrative access to such Social Media Accounts.

2. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts:

a. Franchisee has the right to assign the Social Media Accounts and they are free and clear of all liens and encrumbrances.

b. Franchisee shall not, after termination of the Franchise Agreement attempt to access, control, interfere with, or obstruct the Social Media Accounts.

c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts.

d. Franchisee has not taken, or permitted, any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts to Franchisor hereunder.

3. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Account. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts to Franchisor hereunder.

4. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

5. This Assignment will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions.

6. The parties intend this Assignment to be the full and complete agreement between Franchisee and Franchisor as relates to the assignment and transfer of Social Media Accounts, whether oral or written, and whether occurring before or contemporaneously with the execution of this Assignment.

FRANCHISEE:	**FRANCHISOR:**
_____	Tee Box Franchising, LLC
By:	By:
_____	_____
(Signature)	(Signature)
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

EXHIBIT "A-8"
TO FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The following sections of the Franchise Agreement are amended, applicable solely to You and/or Your owner(s) who are residents of the State of California as of the Effective Date, as follows:

1. Section 12.3 of the Franchise Agreement is replaced in its entirety as follows:

   12.3 Survival of Provisions. All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, Including Your obligation to indemnify Us and each Tee Box Party and to pay all amounts owed, and You must continue to observe the confidentiality, Including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions with respect to arbitration and dispute avoidance.

2. Section 14.8.10 of the Franchise Agreement is replaced in its entirety as follows:

   14.8.10 Survival of Covenants. Your confidentiality, Including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions relating to dispute resolution, will survive any Transfer.

3. Sections 16.3 and 16.4 of the Franchise Agreement are omitted in their entirety.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF HAWAII

Intentionally Omitted

ADDENDUM TO THE FRANCHISE AGREEMENT
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.

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.

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.

National Accounts exist in this franchise system. Franchisor reserves the right to establish, identify and negotiate the terms for and to service National Accounts within Your territory. Franchisor or a third party designated by the franchisor may provide products & services to a National Account in Your territory with no compensation to You.

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE	**TEE BOX FRANCHISING, LLC**
By:_____	By: _____
Its	Its

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

By and between **TEE BOX FRANCHISING, LLC**, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. 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.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of _____, with the full authority of the Company principal they represent.

FRANCHISOR:	FRANCHISEE:
TEE BOX FRANCHISING, LLC	_____
By: _____	By: _____
Its, _____	Name & Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Your rights as provided for in Minnesota Statutes, Chapter 80C, or Your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a

jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

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

TEE BOX FRANCHISING, LLC	Franchisee: _____
By: _____	By: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this _____, between **TEE BOX FRANCHISING, LLC** and _____ _____ to amend and revise said Franchise Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall 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, understands and consents to be bound by all of its terms.

TEE BOX FRANCHISING, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

Intentionally Omitted

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, 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.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR:	FRANCHISEE:
Tee Box Franchising, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A-9"
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of the Effective Date (defined below) by and between **Tee Box Franchising, LLC**, a Utah limited liability company/corporation, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, LLC/INC. (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agree to be personally bound by, and personally liable for the default of, any provision in the Franchise Agreement, Including confidentiality, indemnification, and the non-competition provisions.

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

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

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this

Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled.

6. Counterparts. This Guaranty may be signed in counterparts including by electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of _____ ("Effective Date").

FRANCHISOR:

Tee Box Franchising, LLC
A Utah limited liability company

By: _____
(Signature)

Name: _____

Title: _____

GUARANTOR(S):

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "B"
TO THE FDD

STATEMENT OF PROSPECTIVE FRANCHISEE

TEE BOX FRANCHISING, LLC
STATEMENT OF PROSPECTIVE FRANCHISEE(S)

If more than one person is a part of the franchisee, <u>all</u> must initial and sign.

Prospective Franchisee(s) ("I" or "Prospective Franchisee" in this document), represent the following to be accurate and complete:

A.	**<u>The following information is accurate and complete:</u>**	**<u>Initials</u>**
	1. I negotiated the following terms with the Franchisor: _____ _____ _____ _____	_____
	2. Prospective Franchisee or its owners also have an interest as a franchisee in the following system(s) or business(es): _____ (write "NONE" if not a franchisee for another franchise system)	_____

I represent and warrant that all of the above statements are true, correct, and complete.

DATED _____.

PROSPECTIVE FRANCHISEE ENTITY:

_____

By:_____
(Signature)

Name: _____

Title: _____

INDIVIDUALS: (individual owners)

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

EXHIBIT "C"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

Audited

Audited Financial Statements – December 31, 2025 and 2024

TEE BOX

Tee Box Franchising, LLC

Audited Financial Statements
December 31, 2025 and 2024

Certified Public Accountants
Business Advisors

1689 E 1400 S • STE 100 • Clearfield, UT 84015
801.776.5241 • info@ap.cpa • **www.ap.cpa**

Tee Box Franchising, LLC

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Certified Public Accountants
Business Advisors

1689 E 1400 S • STE 100 • Clearfield, UT 84015
801.776.5241 • info@ap.cpa

Independent Auditors' Report

To the Members of
Tee Box Franchising, LLC
Centerville, Utah

Opinion

We have audited the financial statements of Tee Box Franchising, LLC, which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations and members' equity, and cash flows from the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Tee Box Franchising, LLC 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 (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tee Box Franchising, 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.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, 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 Tee Box Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tee Box Franchising, 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 Tee Box Franchising, 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.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The information contained in Schedule of Operating Expenses (Schedule 1) 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.

A+P CPAs

Clearfield, Utah
March 31, 2026

Tee Box Franchising, LLC

Balance Sheets
December 31, 2025 and 2024

ASSETS

	2025	2024
CURRENT ASSETS		
Cash and cash equivalents	$ 127,964	$ 831
Receivables:		
Royalty receivables	26,345	-
Related party receivable	318,431	125,000
Total receivables	344,776	125,000
TOTAL CURRENT ASSETS	472,740	125,831
NONCURRENT ASSETS		
Right of use asset	1,349,030	1,396,091
Other asset	9,000	9,000
TOTAL NONCURRENT ASSETS	1,358,030	1,405,091
TOTAL ASSETS	$ 1,830,770	$ 1,530,922

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$ 101,638	$ 46,552
Accrued expenses	-	10,800
Related party payable	200,000	-
Operating lease, current portion	34,845	31,071
TOTAL CURRENT LIABILITIES	336,483	88,423
NONCURRENT LIABILITIES		
Operating lease	1,337,235	1,372,081
TOTAL NONCURRENT LIABILITIES	1,337,235	1,372,081
TOTAL LIABILITIES	1,673,718	1,460,504
MEMBERS' EQUITY	157,052	70,418
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,830,770	$ 1,530,922

See accompanying notes to financial statements and independent auditors' report.

Tee Box Franchising, LLC

Statements of Operations and Members' Equity
Years Ended December 31, 2025 and 2024

	2025	2024
REVENUES		
Franchise fees	$ 2,394,250	$ 750,000
Royalty revenue	46,350	-
Technology revenue	33,062	-
Marketing fund revenue	14,414	-
	2,488,076	750,000
OPERATING EXPENSES	2,401,442	641,322
NET INCOME	$ 86,634	$ 108,678
MEMBERS' EQUITY		
Balance - beginning of year	$ 70,418	$ -
Member contributions	-	50,000
Member distributions	-	(88,260)
Balance - end of year	$ 157,052	$ 70,418

See accompanying notes to financial statements and independent auditors' report.

Tee Box Franchising, LLC

Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 86,634	$ 108,678
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of right of use asset	15,989	7,061
Changes in operating assets and liabilities:		
Royalty receivables	(26,345)	-
Other asset	-	(9,000)
Accounts payable	55,086	46,552
Accrued expenses	(10,800)	10,800
CASH PROVIDED BY OPERATING ACTIVITIES	120,564	164,091
CASH FLOWS FROM INVESTING ACTIVITIES		
Change in related party receivable	(193,431)	(125,000)
CASH USED FOR INVESTING ACTIVITIES	(193,431)	(125,000)
CASH FLOWS FROM FINANCING ACTIVITIES		
Change in related party payable	200,000	-
Member contributions	-	50,000
Member distributions	-	(88,260)
CASH PROVIDED BY FINANCING ACTIVITIES	200,000	(38,260)
NET INCREASE IN CASH	127,133	831
CASH AT BEGINNING OF YEAR	831	-
CASH AT END OF YEAR	$ 127,964	$ 831

See accompanying notes to financial statements and independent auditors' report.

Notes to Financial Statements

Note 1. Nature of Operations

The Company was organized as a limited liability company under the laws of the State of Utah on June 6, 2024. The Company is a franchisor of facilities providing cutting-edge technology, expert instruction, and a supportive community helping golfers of all levels.

Note 2. Summary of Significant Accounting Policies

The Company's accounting policies conform to accounting principles generally accepted in the United States of America (GAAP). The following policies are considered to be significant.

Cash and Cash Equivalents

Cash equivalents are generally comprised of certain highly liquid investments with original maturities of less than three months.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements; assets, liabilities, and earnings from franchise sales involve extensive reliance on management's estimates. Actual results could differ from those estimates.

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash deposits and royalty receivables.

The Company maintains its cash deposits at financial institutions. At times such deposits may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash.

Concentrations of credit risk with respect to royalty receivables are limited because the Company routinely assesses the financial strength of its franchisees and follows the practice of aggressively pursuing collection efforts in order to ensure payment. As of December 31, 2025, 100% of all receivables were from four customers. No concentrations existed for receivables as of December 31, 2024. As of December 31, 2025, approximately 90% of all accounts payable were from one vendor. No concentrations existed for accounts payable as of December 31, 2024.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Update ("ASU") 2014-09 Revenue from Contracts with Customers (Topic 606).

Revenue is recognized when control of the promised goods or services is transferred to the customer in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

The Company's contracts with franchisees generally include multiple performance obligations, which are evaluated to determine whether they are distinct. The Company's primary sources of revenue are as follows:

Note 2. Summary of Significant Accounting Policies, Continued

Revenue Recognition, Continued

Initial Franchise Fees

Initial franchise fees are collected upon execution of a franchise agreement and provide the franchisee with the right to operate under the Company's brand, proprietary systems, and intellectual property. Initial franchise fees are contractually stated to be fully earned and non-refundable, except in limited circumstances where the Company elects to terminate the franchise agreement prior to the franchise location opening.

The Company has determined that the initial franchise fee represents a single, distinct performance obligation that is satisfied at a point in time upon execution of the franchise agreement, when control of the franchise rights transfers to the franchisee. Accordingly, initial franchise fee revenue is recognized at the time the franchise agreement is executed. Any amounts refunded due to termination by the Company prior to opening are recognized as a reduction of revenue in the period the refund is issued.

Royalty Revenue

Royalty fees are calculated as a percentage of franchisee gross sales and relate to the ongoing right to use the Company's intellectual property and franchise system. Royalty revenue is considered variable consideration and qualifies for the sales- or usage-based royalty exception.

Royalty revenue is recognized in the period in which the underlying franchisee sales occur.

Marketing Fund Fees

Franchisees are required to contribute monthly marketing fund fees, generally calculated as a percentage of gross sales, to support system-wide advertising and brand promotion. Marketing fund fees represent consideration for a series of distinct services that are substantially the same and have the same pattern of transfer to the franchisee.

Marketing fund revenue is recognized monthly as the related marketing services are provided. Amounts collected in advance of providing the related services are recorded as deferred revenue.

Technology Fees

The Company charges franchisees ongoing technology fees for access to proprietary software platforms, systems, and related support services. These services represent a series of distinct services provided continuously over time.

Technology fee revenue is recognized ratably on a monthly basis as the services are provided.

Income Taxes

The Company was organized as a limited liability company with the State of Utah and has registered with the Internal Revenue Service as a partnership. In lieu of taxes, the members of the Company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

The Company follows the provisions of uncertain tax positions as addressed in FASB Accounting Standards Codification 740-10. The Company recognized an increase in the liability for unrecognized tax benefits. The company has no tax position at December 31, 2025 and 2024 for which the ultimate deductibility is highly uncertain but for which there is uncertainty about the timing of such deductibility. The Company recognizes interest accrued related to unrecognized tax benefits in interest expenses and penalties in operating expenses. No such interest or penalties were recognized during the periods presented.

Note 2. Summary of Significant Accounting Policies, Continued

Income Taxes, Continued

The Company files income tax returns in the U.S. federal jurisdiction and State of Utah. None of the Company's tax filings are currently under examination.

Advertising and Promotion

Advertising costs are expensed as incurred, which was $258,385 and $47,527 for the years ended December 31, 2025 and 2024, respectively.

Leases

The Company determines if an arrangement is a lease at inception, and leases are classified at commencement as either operating or finance leases. As of December 31, 2025 and 2024, the Company had no finance leases. Right-of-use ("ROU") assets and lease liabilities are recognized at commencement based on the present value of the minimum lease payments over the lease term. Leases with a one-year term or less are not recognized on the balance sheet. Additionally, the Company has elected to combine non-lease components with lease components for the purposes of calculating ROU assets and liabilities, to the extent they are fixed. Non-lease components that are not fixed are expensed as incurred as variable lease costs. The Company uses the risk-free rate based on information available at the commencement date in determining the present value of future lease payments.

Topic 842 requires that operating leases recognize expense on a straight-line basis over the lease term. The lease term begins on the date the Company has the right to use the lease property. Lease terms may include options to extend or terminate the lease. These options are included in the ROU asset and lease liability when it is reasonably certain that the option will be exercised.

Subsequent Events

The Company has evaluated subsequent events through March 31, 2026, the date which the financial statements were available to be issued.

Note 3. Related Party Transactions

The Company has a related party receivable that is non-interest bearing and classified as a current asset. As of December 31, 2025 and 2024, the related party receivable totaled $318,431 and $125,000, respectively.

The Company has a related party payable that is non-interest bearing and classified as a current liability. As of As of December 31, 2025 and 2024, the related party payable totaled $200,000 and $0, respectively.

Note 4. Accrued Expenses

As of December 31, 2025 and 2024, accrued expenses consisted of $0 and $10,800, respectively of payroll taxes due that were paid subsequent to year end.

Note 5. Operating Lease

The Company currently leases its office on a three-year lease. The lease expires in March 2028. The Company also leases its warehouse facilities on a ten-year lease, with two options of extending five additional years each. Management has concluded that it is more likely than not to exercise the extension options. As such, the options to extend the lease has been included in the asset and liability calculations extending the lease to July 2044. Monthly lease payments as of December 31, 2025 and 2024 were $7,841 and $7,650, respectively.

The lease was recognized on the balance sheet as of right-of-use asset and corresponding operating lease liability at commencement, measured at the present value of future lease payments. Because the implicit rate in the lease could not be readily determined, the Company used a discount rate based on the U.S. Treasury rate in effect at lease commencement of 4.44%.

Lease expense under this operating lease approximates the straight-line basis over the lease term and is included in operating expenses.

As of December 31, 2025 the lease components on the balance sheet are as follows:

	2025	2024
Right of use asset	$ 1,349,030	$ 1,396,091
Operating lease liability, current portion	$ 34,845	$ 31,071
Operating lease liability, non current	1,337,235	1,372,081
Total operating lease liability	$ 1,372,080	$ 1,403,152

Future minimum lease payments required are as follows:

Years ending December 31,	
2026	$ 95,075
2027	97,452
2028	99,888
2029	102,385
2030	104,945
Thereafter	1,544,174
	2,043,919
Less imputed interest	(671,839)
	$ 1,372,080

Supplementary Information

Tee Box Franchising, LLC

Schedule of Operating Expenses
Years Ended December 31, 2025 and 2024

	2025	2024
Salaries and wages	$ 1,123,246	$ 370,749
Contract labor	391,757	41,687
Advertising	258,385	47,527
Professional fees	255,910	65,643
Software costs	161,654	28,130
Lease	88,310	51,611
Payroll taxes	85,014	10,800
Travel	14,467	13,314
Office expenses	13,721	3,520
Repairs and maintenance	3,498	1,585
Utilities	2,809	5,804
Meals	1,600	852
Bank charges	1,071	100
TOTAL OPERATING EXPENSES	$ 2,401,442	$ 641,322

See independent auditors' report.

EXHIBIT "D"
TO THE FDD

SCHEDULE OF FRANCHISEES:
(as of **December 31, 2025)**

SCHEDULE OF FRANCHISEES

As of December 31, 2025

LIST OF CURRENT FRANCHISE LOCATIONS:

Store Name/State	Owner	Store Phone Number	Store Address
United States			
Idaho			
Idaho Falls, ID	Jordan Lewis	(208) 569-8759	2504 N 25th E. Suite 5. Idaho Falls, ID 83401
Utah			
Clearfield, UT	Jed Dewsnup	(801) 618-8975	340 W Antelope Dr, Suite B101 Clearfield, UT 84015
Morgan, UT	Justin Rees	(801) 824-7594	23 W 150 N Morgan UT, 84050
St. George, UT	Cliff Snyder	(801) 809-1673	476 E Riverside Dr b7 St. George, UT 84790
Uintah, UT	Bret Hickenlooper	801-916-6360	2491 E 6700 S Uintah, UT 84405

Spanish Fork, UT	Colten Lamb	(801) 615-0125	928 E 1950 N Unit 104 Spanish Fork, UT 84660

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

FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPEN:

Franchisee	Location
Arizona	
Nathaniel Mills	East Tucson, Arizona
Nathaniel Mills	North Central Tucson, Arizona
Carter Rae	North Scottsdale, Arizona
Nathaniel Mills	North West Tucson, Arizona
Trennon Udall	Queen Creek, Arizona

Trennon Udall	South Gilbert, Arizona
Colorado	
Jason Wolf	Boulder, Colorado
Jason Wolf	Louisville, Colorado
Connecticut	
Adam Ostrow	Stamford, Connecticut
Florida	
Alex Tolboski	Miami, Florida
Tom Molen	Delray, Florida
Mitri Najjar	Fort Lauderdale, Florida

Bill Scharpf	Orlando, Florida
Marcus Galvan	Ocala, Florida
Hank Amos	St. Petersburg, Florida
Georgia	
Reggie Brown	Alpharetta, Georgia
Idaho	
Nick Fugal	Meridian, Idaho
Matt Gradin	Boise, Idaho
Kyle Ackerman	Twin Falls, Idaho
Indiana	

Russ Cramer	Carmel, Indiana
Dominic Woodard	Michigan City, Indiana
Russ Cramer	Fishers, Indiana
Russ Cramer	Granger, Indiana
Kansas	
Trevor Sherrow	Witchita, Kansas
Ty Simmons	Olathe, Kansas
Ty Simmons	Overland Park, Kansas
Missouri	

Ty Simmons	Lee's Summit, Missouri
Montana	
Gage Ekker	Bozeman, Montana
Nebraska	
Justin Fuhriman	West Omaha, Nebraska
Nevada	
Eric Chan	South Summerlin, Nevada
New Jersey	
Robert Nostrame	Morristown, New Jersey
North Carolina	
Jafer Ali	Central Charlotte, North Carolina

Josh Watson	Wake Forest, North Carolina
Ohio	
Nick Brown	West Chester, Ohio
Pennsylvania	
Rick Barzen	Sewickley, Pennsylvania
Texas	
Colton Sanford	The Woodlands, Texas
Colton Sanford	Katy, Texas
Claudia Loucks	Midland, Texas
Adam Brown	Houston, Texas

Mike Cantrell	Frisco, Texas
Mike Cantrell	McKinney, Texas
Kevin Paetzold	Denton, Texas
Kevin Paetzold	Lewisville, Texas
Kevin Paetzold	Southlake, Texas
Utah	
Blake Murdock	368 S 2000 W, STE 368 Pleasant Grove, UT 84062
Kelton Hirsch	12706 S Old Liberty Way, Suite 1 Riverton, UT 84096
Colby Stoker	West Jordan, Utah

Ty Affleck	Salt Lake City, Utah (University of Utah)
Blake Murdock	Park City, Utah
Blake Murdock	Logan, Utah
Blake Murdock	Orem, Utah
Blake Murdock	Provo, Utah (BYU)
Gordon Ridley	Draper, Utah
Jeff Nielson	Cottonwood Heights, Utah
Brent Haight	Heber City, Utah

Gordon Ridley	West Valley, Utah
Virginia	
Kai Laird	Richmond, Virginia

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

FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OR WHO HAS NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE:

City/State	Owner	Phone Number
Utah		
Clearfield, Utah	Tory Brady	801-510-6521

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

LIST OF COMPANY OWNED LOCATIONS:

Store Name/State	Owner	Store Address
Utah		

Kaysville, UT	Tee Box Enterprises, L.L.C.	559 Deseret Dr Suite 400 Kaysville, UT 84037
Centerville, UT	Tee Box Enterprises, L.L.C.	704 W Porter Ln Centerville UT
Morgan, UT	Tee Box Enterprises, L.L.C.	23 W 150 N Morgan, UT 84050

EXHIBIT "E"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	Secretary of State of New York		99 Washington Avenue, Albany, NY 12231	(518) 473-2492
North Dakota	North Dakota Insurance & Securities Department		600 East Boulevard Ave., Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex –	(401) 462-9527

	Business Regulation		Building 69-1, Cranston, RI 02920	
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

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

EXHIBIT "F"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California		Department of Financial Protection and Innovation	Sacramento: 2101 Arena Blvd., Sacramento, CA 95834 San Diego: 1350 Front Street, Room 2034, San Diego, CA 92101-3697 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360

Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty Street. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Insurance Commissioner	North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 41200, Olympia, WA 98504-1200	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT "G"
TO THE FDD

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TEE BOX®

OPERATIONS MANUAL

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EXHIBIT "H"
TO THE FDD

AREA DEVELOPMENT AGREEMENT

TEE BOX FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective this _____ ("Effective Date") by and between **TEE BOX FRANCHISING, LLC**, a Utah limited liability company ("We," "Us," "Our," or "Franchisor"), and _____ ("You," "Your," or "Area Developer"):

R E C I T A L S:

WHEREAS, We have developed, or acquired the rights to, a system for the operation of a business known as Tee Box® offering indoor golf training, fitting, driving range, simulator, and other related products and services, which also offers other related products and services ("Franchise Business" or "Tee Box® Business"). The system includes, the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, menus, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for the use of certain equipment, the sale of products, supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or the "Tee Box® System");

WHEREAS, recognizing the value of the System and the benefits which may be obtained by use of the System, You desire to acquire the right to develop and operate multiple Tee Box® Franchise Units in the Development Territory described below and pursuant to the terms and conditions of this Agreement;

WHEREAS, You understand and acknowledge the importance of Our high standards of quality and the necessity of operating Your Franchise Units in strict conformity with Our quality control standards and specifications;

WHEREAS, all capitalized terms used but not defined herein will have the respective meaning assigned to them pursuant to the Tee Box® Franchise Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

Article 1 - Definitions

1.1 The terms "including," "include," and "includes" as used throughout this Agreement are not intended to be limiting or exhaustive and mean "including, but not limited to." In addition, the following terms are defined as follows:

"Competing Business" means a means a business, in wholesale or retail, offering products or services the same as or substantially similar to Your Franchise Business or the System in any capacity, territory or location, including any indoor golf training, fitting, driving range, and simulator business, or other business offering products or services competitive to those of a Tee Box® Business.

"Development Territory" refers to the geographical area set forth in Exhibit "A" attached hereto and by reference made a part hereof.

"Franchise," "Franchise Business," "Franchise Unit," or "Unit" refers to a business that has signed a Franchise Agreement to operate a Franchise Unit in the Development Territory.

"Franchise Agreement" Our agreement that licenses the right to use Our Marks and System for the operation of a Tee Box® Franchise Unit at a single designated location.

"Immediate Family" refers to, and includes, each of Your spouse, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law, and any person (other than a tenant, or employee) sharing the area development business.

"Intellectual Property" means all parts of the System particular to Us and collectively includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, recipes, operations, Manuals and other proprietary information.

"Marks" Refers to any and all of Our trademarks, service marks, trade names, logos, slogans, trade dress, color schemes, designs, equipment designs and related commercial symbols whether or not registered by Us and all goodwill related thereto associated with the products or any other business, products and services of the Franchisor or its affiliates.

"Manuals" refers to one or more operational or policies and procedures manuals, technical bulletins or other written materials and may be modified by Us periodically.

"Owner" means any individual or entity that, directly or indirectly: (a) owns or holds any ownership or equity interest in You; or (b) has the power to control, manage, or materially influence the management or operations of You, whether through ownership, contract, position, or otherwise. Owner includes, without limitation, any partner, member, manager, officer, director, or shareholder with such ownership or control.

"Termination" includes expiration, non-renewal, repurchase of Your rights, transfer, or any other means by which this Agreement is no longer in effect or wherein You are no longer an area developer for Tee Box®.

"Transfer" includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, mortgage or granting of any security interest.

Article 2 - Development Territory Rights

2.1 Rights. Subject to the terms and conditions of this Agreement and the continuing faithful performance by You of Your obligations hereunder, during the term of this Agreement, You shall develop and operate Tee Box® Franchise Businesses in the Development Territory in accordance with the development schedule set forth on Exhibit "B" ("Development Schedule") attached hereto and by reference made a part hereof, utilizing the System and the Marks in the Development Territory upon execution of a separate Franchise Agreement for each Franchise Unit You develop. You shall identify and propose a location for each Franchise Unit, which must be approved in writing by Us before you sign a lease for, or begin development of, the Franchise Unit. We will not establish or sell franchises within the Development Territory while this Agreement is in effect, except as otherwise provided herein or in a Franchise Agreement related to the operation of a Franchise Business within the Development Territory. The Development Territory for this Agreement is non-exclusive. Notwithstanding the foregoing, as more fully discussed below in Section 2.3, We may establish or sell traditional and non-traditional franchises within the Development Territory while this Agreement is in effect without payment of compensation to You.

2.2 Character of Rights. The rights and privileges granted to You under this Agreement are personal in nature. The rights set forth herein are territorial only and do not grant or imply any license for You to use the Marks or System in any manner. This Agreement will not create or grant rights or obligations outside the Development Territory.

2.3 Franchisor's Reservation of Rights. You expressly acknowledge and agree that all rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning and operating a Franchise Business or similar operation outside of Your Development Territory. We and Our affiliates, exclusively reserve the right to sell Tee Box® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Development Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and opportunities that are not a traditional Tee Box® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Tee Box® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, both within and outside Your Development Territory using other Marketing strategies and distribution channels including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, and National Accounts, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. A "National Account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service National Accounts. We are not restricted from marketing in Your Development Territory.

We and Our affiliates, exclusively reserve the right to sell Tee Box® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and

opportunities that are not a traditional Tee Box® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Tee Box® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, in Your Territory and elsewhere using other Marketing strategies and distribution channels including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. You expressly acknowledge and agree that this license to You is non-exclusive

2.4 System Modifications. We may, at any time, in Our reasonable discretion, modify the System or add to or delete from the System. In such event, We will notify You of any such changes, modifications, additions or deletions, and You will accept, be bound by, use and immediately take steps to implement any such modifications in the Development Territory. We have complete ownership and control of any changes, modifications, enhancements, or suggestions whether made or implemented by Us or You.

Article 3 - Development & Term

3.1 Minimum Development Schedule. In order to retain the rights granted hereunder, You agree to open, as Your minimum development obligation hereunder during the term hereof, the number of Franchise Units set forth in the Development Schedule. A Franchise Unit will be counted for the purposes of meeting Your development obligation only if it is an open and functioning Franchise Business located within the Development Territory.

3.2 Franchise Locations. The location of each Franchise Unit will be selected by You, but must be approved in writing, and in advance, by Us, as further set forth in Your Franchise Agreements. The territory boundaries of each Franchise Unit will be determined solely by us and based on our then-current standards. A separate Franchise Agreement in the form of Our then-current Franchise Agreement, must be executed for each Franchise Unit in Your Development Territory as developed as further provided in Article 5 hereof.

3.3 Failure to Meet the Development Schedule. In the event You fail to meet the Development Schedule or any of Your other development obligations, We have the right to exercise, in addition to the remedies and cure periods set forth in Articles 9 and 10 below, in Our sole discretion, any or all of the following:

1. Terminate this Agreement upon written notice to You as provided in Article 9 hereof;
2. Terminate the Development Territory granted to You; and/or
3. Reduce the size of the Development Territory.

3.4 Time is of the Essence. Time is of the essence with respect to compliance with the Development Schedule and any and all other obligations of Yours under this Agreement. Area Developer agrees and represents that it has conducted its own independent investigation and analysis of the prospects for the establishment of Tee Box® stores within the Development Territory, that Area Developer approves of the Development Schedule as being reasonable and viable, and that Area

Developer recognizes that failure to achieve the results described in the Development Schedule constitutes a material default of this Agreement.

3.5 Term. The term of this Agreement is the Development Period set forth on the Development Schedule. You do not have a right to renew this Agreement.

Article 4 - Fees

4.1 Area Development Fee. You shall pay a one-time, non-refundable area development fee of $49,500 multiplied by _____ (number of Franchise Units set forth in the Development Schedule) for a total of $_____ ("Development Fee") payable in full upon execution hereof.

4.2 Non-Refundable. The Development Fee is not refundable under any circumstance, including whether or not You meet Your Development Schedule, except as stated in the following sentence. Notwithstanding the foregoing, You may receive a partial refund of the Development Fee if this Agreement is terminated pursuant to Sections 9.1.4 and 10.2.1 below. You and We acknowledge and agree that the Development Fee is paid in consideration of Area Developer's execution of this Agreement and promise to comply with the terms and conditions herein.

Article 5 - Franchise Agreement(s)

5.1 Franchise Agreement. Each Franchise Unit as opened by You in the Development Territory pursuant to this Agreement, will be governed by Our then-current Franchise Agreement executed by You and Us. You shall not commence construction or improvements, acquire or lease any related real property, or any other development activity or operations for each Franchise Unit until both You and We have executed a Franchise Agreement for each Franchise Unit. As you execute individual Franchise Agreements for each Franchise Unit developed under this Agreement, 50% of the then-current initial franchise fee for that Franchise Unit will be deemed satisfied by a credit from the Development Fee (if available), and you shall pay the remaining balance of the initial franchise fee at the time the applicable Franchise Agreement is executed. Any portion of the Development Fee attributable to Franchise Units that are not timely developed in accordance with the Development Schedule will be retained by Franchisor and will not be refunded or credited.

5.2 Modification of the Franchise Agreement. We reserve the right, from time-to-time, to amend, change, or modify Our Franchise Agreement in any way prior to the time it is signed by You.

5.3 Guaranty. You shall cause each Owner to execute, as a condition to the execution of this Agreement, the guaranty attached as Exhibit C (Guaranty and Assumption of Obligations), pursuant to which each Owner personally and unconditionally guarantees the full and timely performance of all of Your obligations under this Agreement.

5.4 First Franchise Unit. You acknowledge that the Franchise Agreement governing Your first Franchise Unit to be opened under the Development Schedule may be executed concurrently with this Agreement.

Article 6 - Operating Standards and Covenants

You agree that:

6.1 Knowledge. You will acquire and maintain sufficient knowledge and experience involving the System so as to be able, in good faith, to develop the Franchise Units in a timely, efficient and professional manner.

6.2 Compliance. You will, at Your expense, comply with all applicable laws, ordinances, rules and regulations pertaining to the development and operation of Your Franchise Businesses as contemplated herein.

6.3 Cost of Doing Business. You will be responsible for all Your costs of doing business and other costs and expenses in connection with Your obligations herein.

6.4 Franchise Obligations. You agree to promptly pay all of Your obligations and liabilities to Us and Your suppliers, vendors, lessor, trade accounts and government agencies. We have no liability for Your obligations, and You will indemnify and hold Us harmless from any such obligations.

6.5 Periodic Reports. You agree to provide to Us, no later than the first day of each month, a written monthly progress report of Your preceding month's activities and progress in developing and establishing Franchise Units in Your Development Territory.

6.6 Your Performance. You must comply with all other duties, obligations and requirements set forth in this Agreement, the Franchise Agreement(s), and Our Manuals.

6.7 Indemnification. You shall defend, indemnify, and hold Us and Our officers, directors, members, managers, employees, contractors, and agents (each a "Franchisor Party" and collectively the "Franchisor Parties") harmless from and against any and all claims, proceedings, expenses, costs, damages and liabilities, including, but not limited to, legal fees incurred by all Franchisor Parties due in any way related to the operation of Your Franchise Business(es), Your default of this Agreement, and any act, neglect, or omission by You or Your employees, customers, agents or guests, including, negligence, willful acts, omissions, malfeasance, or misstatements.

Article 7 - Confidential Information

7.1 Definition of Confidential Information. "Confidential Information" means any information relating to Your Franchise Business, Our products or services, or the development or operation of a Tee Box® business or relating to the System as a whole, including: (i) methods for the preparation of Tee Box® products; (ii) Our methods, techniques, formats, layout, specifications, recipes, hardware, software, systems, proprietary technology, procedures, equipment, sales and Marketing programs, techniques, knowledge, and experience in the development and operation of Tee Box® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Tee Box® products, materials, supplies, equipment, furnishings and fixtures; (iv) knowledge of operating results and financial performance of Tee Box® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Tee Box® businesses; (vi) the contents of the Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship; (vii) all Customer Data, whether maintained or created by Us or You; and (viii) the Intellectual Property that is generally deemed confidential. Confidential Information further includes all Improvements whether developed or discovered by Us or You.

7.2 Confidentiality. During the term of this Agreement and at any time after the Termination of this Agreement, You shall not, and You shall ensure that those over whom You have control shall not, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Us. Without limiting the foregoing, You shall not forward any communication (email, paper, etc.) from Us to You to another email account You control or share, or forward to anyone, including employees, without first receiving Our express written consent.

7.2.1 Prior Disclosures. You acknowledge and agree that the information disclosed by Us prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (including the duties of non-use and non-disclosure) as if such information had been disclosed following the execution of this Agreement.

7.3 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders and advisors.

Article 8 - Marks

8.1 Ownership of Marks. You acknowledge that You have no proprietary interest whatsoever in the Marks or derivatives thereof and that Your right to use the Marks is derived solely from Your Franchise Agreement(s) and is limited to the conduct of Your Franchise Businesses pursuant to and in compliance with this Agreement and Your Franchise Agreement(s) and all applicable specifications, standards and operating procedures prescribed by Us.

8.2 Use of Marks. You cannot use any of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form without Our consent. You agree to obtain such fictitious or assumed name registrations as may be required by Us or applicable law.

Article 9 - Our Right of Termination

9.1 Termination. In addition to the other rights of Termination, We may have at law or equity or as contained in this Agreement, We will have the following rights of Termination:

9.1.1 No Cure Period. You agree that upon a violation or default under paragraphs (A) through (R) below, this Agreement will automatically terminate without written notice to You.

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Unauthorized Duplication. You duplicate the System or use the System or any part thereof in connection with any other business.

C. Repeated Defaults. You repeatedly default (3 or more times during the term of this Agreement) the same or different conditions of this Agreement or the Manuals within a 12-month period.

D. Unauthorized Use of Intellectual Property. You use Our Intellectual Property other than in connection with the operation of any of Your Franchise Businesses or You disclose or use the contents of the Manuals, trade secrets, or Confidential Information or other proprietary information provided to You by Us in violation of this Agreement.

E. Public Safety. Your maintenance or operation of any of Your Franchise Businesses results in a threat or danger to public health or safety.

F. Misrepresentations. You make any material misrepresentations relating to the Franchise Business, including during the acquisition of the Franchise Business.

G. Abandonment. You abandon or close any of Your Franchise Businesses.

H. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, any of Your Franchise Businesses, or any material portion of the property associated with any of Your Franchise Businesses, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

I. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records, submit any false report or payment, make a false statement, or otherwise defraud Us.

J. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime, offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein. You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, including radio, television, newspapers, the Internet, or Social Media; or You engage in conduct that, in Our good-faith estimation, does or could reflect negatively upon the operations and/or reputation of Your Franchise Business, the System, or Us in an adverse manner.

K. Unauthorized Competition. You fail to comply with the covenant not to compete as set forth in Article 11 and elsewhere in this Agreement, including if You, any Owner, or any of Your Immediate Family has an interest in, directly or indirectly, in a Competing Business.

L. Termination of Lease Agreement. Your Lease for any of Your Premises is terminated.

M. Illegal Drug Use. You use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

N. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate any of Your Franchise Businesses.

O. Unauthorized Modification. You modify in any degree by adding to, taking from, or changing the System or procedures in violation of the Manuals or this Agreement.

P. Multiple Failures. You, or any Owner, (a) fail(s) on 3 or more separate occasions within any 12-consecutive-month period to comply with this Agreement, whether or not We notify You of the failures or You correct the failures, or (b) fail on 2 or more separate occasions within any 6-consecutive-month period to comply with the same obligation under this Agreement, whether or not We notify You of the failures or You correct the failures.

Q. Default of Another Agreement. You, or a related entity to You, default under the terms of any other agreement with Us.

R. Unauthorized Closure. Any of Your Franchise Businesses is closed for a period of 2 or more consecutive days or not open for the business hours as required under this Agreement for 2 or more days in any 30-day period without Our prior written approval, or You move the location of Your Franchise Business Premises without Our prior written approval.

9.1.2 45 – Day Cure Period. If You fail to meet Your development obligations, at any time, as set forth in Article 3 hereof above, Your rights hereunder will automatically terminate effective 45 days after delivery of notice of default, if not otherwise cured within such 45-day notice period.

9.1.3 30 – Day Cure Period. For all other defaults including Your failure to cure any default under any of Your or an affiliate's Franchise Agreements We will have the right to terminate this Agreement effective upon 30 days after delivery of notice of Termination to You if such default is not cured within the 30-day cure period.

9.1.4 Personality Conflict. If We make a determination, in Our sole discretion, that You are not well suited to acting as a Tee Box® area developer, then We may terminate this Agreement upon written notice to You. The factors used by Us to determine if You are not well suited to be an area developer include poor temperament, poor community reputation, actions that we feel negatively affect our system, goodwill, or trademarks, poor performance of existing franchise location(s), lack of business acumen, default of a Franchise Agreement, default of this Agreement, non-compliance with our system, personality or relationship conflict, and poor communication, as determined by Us. We may make this determination at any time during the term of this Agreement.

Article 10 - Obligations Upon Termination or Expiration

10.1 Our Rights Upon Termination. Upon Termination of this Agreement, for any reason, Your rights under this Agreement are terminated. We will be free to own, operate, or franchise Tee Box® Franchise Businesses anywhere in the Development Territory other than as prohibited by any existing signed and fully compliant Franchise Agreement. The foregoing are in addition to any other right or remedy We may have at law or in equity.

10.2 Operating Units. After Termination of this Agreement, so long as You are not in default under the terms and conditions of Your respective Franchise Agreement(s), You may still continue to own and operate Your individual Franchise Units in the individual Territories (as defined in such respective Franchise Agreements) that are owned and operated by You prior to Termination, so long as You are not in default and continue to faithfully perform the terms and conditions of such Franchise Agreement(s). However, You will cease to have any exclusivity rights with regard to the ongoing development of all other Franchise Units in the Development Territory, and You will forfeit any contractual right You may have to purchase additional Franchise Units within the Development Territory.

10.2.1 Partial Refund. In the event of the Termination of this Agreement as set forth in Section 9.1.4 only, Franchisor shall refund a portion of the Development Fee to Area Developer in an amount equal to initial franchise fee that was current as of the Effective Date of this Agreement multiplied by the number of Franchise Units set forth in the Development for which Franchise Agreements have not been executed as of the date of such notice of Termination as allowed in Section 9.1.4.

10.3 Cross Default. Any default by You or any of Your affiliates under, or termination, expiration without renewal, abandonment, or cessation of operations of, any Franchise Agreement or any other agreement with Us or any of Our affiliates relating to any Franchise Business will constitute a default under this Agreement. Upon such default, We may, in addition to any other rights and remedies, terminate this Agreement and/or any other agreements between You (or Your affiliates) and Us (or Our affiliates), upon written notice to You, without any requirement to provide a separate opportunity to cure except to the extent required by applicable law.

Article 11 - Unfair Competition and Non-Competition Covenant

11.1 In-Term Covenant. You and We share in a common interest in avoiding situations where persons or companies who are or have been franchisees operate or otherwise become involved with a similar or Competing Business during the term of this Agreement. During the term of this Agreement and for any extensions or Successor Franchises hereof, You and Your Immediate Family shall not own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, contractor, consultant, partner, officer, director or shareholder of any Competing Business in any capacity, territory or location, except with Our prior written consent. You understand and acknowledge that to violate this Section creates irreparable harm to Us and to the System.

11.2 Post-Term Covenant. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You and Your Immediate Family shall not, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, franchisee or serve

in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business in any capacity, territory or location within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Tee Box® business in operation at the time of Termination or Transfer of this Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. You understand and acknowledge that to violate this Section creates irreparable harm to Us and to the System.

11.3 Non-Solicitation of Customers. For three years after the Termination of this Agreement, You shall not, directly or indirectly, contact any customer of Ours or of another Tee Box® franchisee or of Your former Franchise Business for the purpose of soliciting any such customer to a Competing Business from any such customer any business that is the same as or substantially similar to a Tee Box® business.

11.4 Tolling of Covenant. In the event You compete during the term of non-competition, this non-compete period will be tolled and extended for the period of Your competition, plus an additional six months.

11.5 Enforceability. You and We expressly intend that the provisions of this Article 11 be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Article is adjudicated to be invalid or unenforceable, then this Article will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable and such deletion to apply only with respect to the operation of that Section or Paragraph and the particular jurisdiction in which said adjudication is made. Further, to the extent any provision of this Agreement is deemed to be unenforceable by virtue of its scope, but may be made enforceable by limitation, the parties agree that the same will, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought.

11.6 Claims Not a Defense. You expressly agree that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants of this Article 11. You agree to pay all costs and expenses, including, reasonable attorney's fees, incurred by Us in connection with the enforcement of this Article 11.

11.7 Irreparable Injury. You acknowledge that Your violation of the terms of this Article 11 would result in irreparable injury to Us for which no adequate remedy at law may be available. You accordingly agree that We will be entitled to temporary, preliminary, and/or permanent injunctive relief for any default or threatened default by any or all any of the terms of this Article 11 without proof of actual damages that have been or may be caused to Us by such default.

11.8 Additional Covenants. At Our request, You must require and obtain execution of covenants similar to those set forth in this Article 11 from any or all of the following persons: (a) all owners, partners, directors and managers and the like of Your Franchise Businesses; (b) all officers, directors, members, managers and holders of a beneficial interest of any corporation, limited liability company, or other entity directly or indirectly controlling You if You are an entity; and (c) the general partners and any limited partners if You are a partnership. All covenants required herein must be in forms satisfactory to Us, including, specific identification of Us as a third-party beneficiary of such

covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required herein will constitute a default of this Agreement.

11.9 Survival of Covenants. The foregoing covenants in this Article 11 will survive the Termination of this Agreement and will apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason.

Article 12 – Transfers and Assignment

12.1 By Franchisor. This Agreement is fully assignable and Transferrable by Us and will inure to the benefit of any assignee, transferee or other legal successor to Our interests and obligations herein.

12.2 By Area Developer or Owners. You understand and acknowledge that the rights and duties created by this Agreement are personal to You and that We have granted this Agreement in reliance upon Your agreement to comply with all the terms and conditions of this Agreement, and Your individual character, skill, aptitude, attitude, business ability and financial capacity. Therefore:

12.2.1 Neither this Agreement nor any of its rights or privileges, nor any shares or units in the ownership of Your entity or Your Franchise Business(es) may be Transferred (as defined below) in any manner by You or anyone else, including, by consolidation or merger, or by issuance of securities representing an ownership interest, unless Our prior written approval is obtained, which may be withheld in Our reasonable discretion. As a prerequisite to seeking Our consent, You must provide Us with all documentation relating to the Transfer of Your Franchise Business(es), Your entity, or this Agreement. Said approval will be conditioned upon Our satisfaction with the qualifications set forth in Section 12.4 below of the proposed transferee and its owners and officers. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business or Your Entity for sale.

12.2.2 Any such assignment or transfer without such approval will constitute a default hereof and will not convey any rights to or interests in this Agreement to such assignee.

12.2.3 Consent to an assignment otherwise permissible under this Article 12 may be refused by Us, unless, prior to the effective date of the assignment: (a) all of Your obligations incurred in connection with this Agreement have been assumed by the assignee; (b) You have paid fees and other amounts owing Us; (c) the assignee or its owners meet Our criteria for new area developers and franchisees; d) the assignee or its owners must have completed the training program required of new area developers and franchisees and are willing to execute and be bound by Our then-current area development agreement; (e) You or Your assignee have paid the "Area Development Agreement Transfer Fee" of $10,000, plus the transfer fees set forth in each Franchise Agreement transferred; (f) You or Your assignee have paid a training fee for new franchisees at Our then-current rate to cover training expenses; and (g) You and the Owners have signed a general release in Our favor.

12.2.4 You remain liable for all direct and indirect obligations under this Agreement, Your Franchise Agreement(s) and Your Franchise Businesses prior to the effective date of the Transfer and will continue to remain responsible for Your obligations of nondisclosure, noncompetition and indemnification as provided in this Agreement and the Franchise Agreements, and must execute any and all instruments reasonably requested by Us to evidence such liability.

12.2.5 Any assignment, Transfer or other disposition by You of a Franchise Business within the Development Territory will be governed by the Franchise Agreement to which such Franchise Business is bound.

12.3 Transfers to Competitors Prohibited. In order to maintain the confidentiality of the proprietary information of the Intellectual Property and System, neither You or any Owner, may sell, Transfer, assign or pledge any part of this Agreement or any part of his, her, or its ownership in Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such sale, Transfer, assignment or pledge without Our written approval will be considered void ab initio.

12.4 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees and/or developers, including the net worth, credit worthiness, background, training, personality, reputation, brand-culture alignment, and business experience of the proposed transferee, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates are liable to You or the transferee or any other person or entity relating to the Transfer and You must indemnify and hold Us and each Tee Box Party harmless from any liability whatsoever relating thereto.

12.5 Right of First Refusal of the Franchisor. If You or the Owners, at any time determine to sell, assign or Transfer this Agreement, or an interest therein, or an ownership interest in Your entity (other than an internal Transfer as described in Section 12.8) and You or the Owners obtain a bona fide, written offer from a responsible and fully disclosed purchaser, You or the Owners, as the case may be, shall submit an exact copy of such offer to Us. We will have the right, exercisable by written notice delivered to You or the Owners within 60 days from the date of delivery of an exact copy of such offer to Us, to purchase this Agreement and the development rights thereunder, or such interest in this Agreement, or such ownership interest in You for the price and on the terms and conditions contained in such offer, provided that We may substitute cash for any form of payment proposed in such offer and We will have not less than 60 days from the date We give notice to You of Our intent to purchase, to prepare for closing. If We do not exercise Our right of first refusal, but do authorize You in writing to complete the sale as provided above, then You or the Owners may complete the sale to such purchaser pursuant to and on the terms of such offer, provided that if the sale to such purchaser is not completed within 150 days after delivery of such offer to Us, or if there is a material change in the terms of the sale that are less beneficial to You, We will again have the right of first refusal upon the terms and conditions herein provided. In no event may you complete the sale without Our prior written approval.

12.6 Death or Incapacity and Interim Management. In the event of the death or incapacity of an area developer that is an individual or an entity owned by one individual (the term "incapacity" means any physical or mental infirmity that prevents the person from performing his or her obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 days during a calendar year), Your heirs or personal representative will have the right to continue to fulfill Your obligations under this Agreement; provided that, We have the right to approve or reject of such heirs

or personal representative, in Our sole discretion. If we give such approval, Your heirs or personal representative must, within a reasonable time (not more than 60 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located), appoint a personal representative who must be approved by Us or this Agreement must be assigned or Transferred to a buyer approved by Us.

12.7 Owners of the Franchise. You shall disclose to Us all of the individuals and entities, along with all of their sub-owners down to the level of their individual owners, who own any interest in your franchise business or this Agreement. You represent and warrant that all such individuals and entities are the sole holders of a legal and beneficial interest in your franchise business or this Agreement. We reserve the right to decline entering into this Agreement with You or approving a Transfer of this Agreement, Your entity, or Your Franchise Businesses, if Your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by Us in Our sole discretion.

12.8 Internal Transfers. If a proposed Transfer of any interest in Your entity or this Agreement is only among existing shareholders or members of a corporation or limited liability company franchisee, or among existing partners of a partnership franchisee, or by an individual or partnership franchisee to a corporation or limited liability company controlled and owned 100% by You or any combination of the Owners, and such proposed Transfer along with all of the Transfers of any interest in Your entity that have occurred during the Term, are comprised of, in the aggregate, 50% or less of the total ownership and voting interest in Your entity (ownership and voting interests will each be assessed separately), You are not required to pay the Area Development Agreement Transfer Fee for such Transfer and We will not be entitled to exercise Our right of first refusal set forth in Section 12.5. However, You shall obtain Our prior written consent before executing such proposed Transfer. All guarantors will remain guarantors to this Agreement unless otherwise released by Us in writing, in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that the Transfer thereof is subject to the restrictions of this Agreement.

Article 13 - Notices

13.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission, during normal business hours, Monday through Friday, holidays excepted, when confirmed by telecopier or facsimile transmission; (iv) through the email address below or other authorized email address when confirmed by receipt verifications, which confirmation cannot be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail addressed as follows:

To Franchisor:	To Area Developer:

Tee Box Franchising, LLC 702 W Porter Ln Centerville, UT 84014 (or Our then-current headquarters) Email: franchising@tbx.golf With a courtesy copy to (which will not act as notice or service to Tee Box Franchising, LLC) : The Franchise & Business Law Group Attn: Nate Whitaker 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email : nwhitaker@fblglaw.com	_____ _____ _____ Email: _____

Article 14 - Disputes & Arbitration

14.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

14.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any controversy, dispute or claim whatsoever ("Dispute") arises between Us or Our subsidiaries, parents and affiliates and each of Our respective shareholders, managers, officers, directors, members, agents, employees and attorneys (in their representative capacity), if applicable, and You or the Owners, or Your or their, guarantors and employees, officers, directors, members, managers, agents, and attorneys (in their representative capacity), if applicable, in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

14.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us at Our then-current headquarters and within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

14.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting requirement has not successfully resolved such matters and if desired by either You or Us, the matters will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake County, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

14.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, any Dispute will be submitted

for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake County, Utah. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties or by ruling of the arbitrator if petitioned by one of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. Any Dispute and any arbitration will be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration proceeding involving Us and any other person, except that with respect to a Dispute involving You and Your affiliate, You and Your affiliate may both be parties to the arbitration.

(iii) Agreed Limitations. Except for payments owed by one party to the other, any legal action or arbitration proceeding (including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim.

(iv) No Special Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a

Dispute between You and Us, each will be limited to the recovery of actual damages sustained. You agree that We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of Our Marks, or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement not in connection with other Disputes.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards, or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the arbitrator and arbitration organization equally during the arbitration. However, the prevailing party in any arbitration, appeal or other action will be entitled to recover the administrative costs of the arbitration proceeding, attorney's fees and the fee for the arbitrator(s).

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

Article 15 – General Provisions

15.1 Severability. Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, will be considered severable.

15.2 Governing Law and Jurisdiction. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein, but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect. In order to facilitate our joint interests in having

franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article 14, if there is any litigation between us, You and We hereby irrevocably consent to, and waive any objection to, the exercise of general personal jurisdiction and venue in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake County, State of Utah will be the exclusive venue for any litigation between us.

15.3 Waiver of Obligations. You and We will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, the right to demand exact compliance with every term, condition and covenant herein, or to declare any default thereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect of Us or You to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.

15.4 No Off-Sets or Withholdings. You covenant and agree that You shall not offset or withhold the payment of any fees or other amounts due to Us or Our affiliates or suppliers on grounds of any dispute whatsoever, including the alleged non-performance by Us of any of Our covenants or obligations hereunder.

15.5 Cumulative Remedies. Rights hereunder are cumulative and no exercise or enforcement of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder which You or We are entitled by law or equity to enforce. Nothing herein contained will be interpreted as to bar or waive Our right to obtain any remedy available at law or in equity including injunctive relief.

15.6 Costs and Attorney's Fees. The prevailing party in any legal proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. For purposes of this Agreement, "prevailing party" includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly defaulted, or which obtains substantially the relief sought.

15.7 Binding Effect. This Agreement will be binding upon the parties hereto and their respective assigns and successors in interest.

15.8 Entire Agreement. This Agreement, including preambles and exhibit(s) to this Agreement, if any, are a part of this Agreement, which constitutes the entire agreement of the parties relating to the subject matter herein, and there are no other oral or written understandings or agreements between You and Us relating to the subject matter of this Agreement. No modifications of the terms of this Agreement will be valid unless made in writing and executed by both Us and You. Except as otherwise expressly provided herein, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations We made in Our franchise disclosure document. This Agreement may be amended in whole or in part only by an agreement in writing signed and dated by the parties.

15.9 Limited Obligations. We make no warranty or covenant to provide to You any level of Marketing, site selection assistance, or other development or operational assistance or services, other than as expressly set forth in this Agreement. This Agreement does grant You the right to be awarded additional franchises other than as expressly set forth in this Agreement.

15.10 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

15.11 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or default, or cause the violation or default, of any agreement or covenant between them or any of them and any third-party or the violation, default, or breach of any order, decree or judgment of any court or administrative agency.

15.12 Interpretation of Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers. The headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

15.13 Relationship of the Parties. In all matters, You are an independent contractor. Nothing in this Agreement constitutes You as Our partner, agent, or joint venture with Us and this Agreement does not create a fiduciary relationship between You and Us. Neither party may act or have the authority to act as agent for the other, and neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You acknowledge that You do not have authority to incur any obligations, responsibilities or liabilities on behalf of Us, or to bind Us by any representations or warranties, and You agree not to hold Yourself out as having such authority.

15.14 Survival of Provisions. All the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, including Your obligation to indemnify Us and each Franchisor Party, to pay all amounts owed, to continue to observe the confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, non-competition, and other restrictions of this Agreement, including the provisions with respect to arbitration and dispute avoidance.

15.15 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of pdf, electronic, telefaxed or scanned and emailed signature page or similar electronic means, each of which will be deemed an original, but all of which together will constitute one and the same document.

15.16 Effective Date. This Agreement will become effective as of the Effective Date only when fully executed and accepted by Us at Our headquarters.

IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the Effective Date.

FRANCHISOR:	**AREA DEVELOPER:**
TEE BOX FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A"
TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT TERRITORY

The Development Territory consists of the following geographic area(s):

_____

_____

Our approval of the Development Territory or a location is not a guarantee or a warranty of the potential success of the Development Territory or a location.

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "B"
TO THE AREA DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE

Development Period	Minimum Number of Franchise Units to be Opened and Operating	Cumulative Total of Franchise Units In Development Territory Open and Operating at End of Each Development Period
Development Period 1 (Expires [___] Months from Effective Date	_____	_____
Development Period 2 (Expires [___] Months from Effective Date	_____	_____
Development Period 3 (Expires [___] Months from Effective Date	_____	_____
TOTAL:	**_____**	_____

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "C"
TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between **Tee Box Franchising, LLC**, a Utah limited liability company, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Area Development Agreement dated _____ (the "Development Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Development Agreement; and (b) agree to be personally bound by, and personally liable for the default of, any provision in the Development Agreement, including confidentiality, indemnification, and the non-competition provisions.

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

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

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this

Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Development Agreement and agree that the provisions related to disputes and arbitration of the Development Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled.

6. Counterparts. This Guaranty may be signed in counterparts including by electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of the day and year first written above.

FRANCHISOR:

Tee Box Franchising, LLC
A Utah limited liability company

By: _____
(Signature)

Name: _____

Title: _____

GUARANTOR(S):

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "D"
TO THE AREA DEVELOPMENT AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE AREA DEVELOPENT AGREEMENT
FOR THE STATE OF CALIFORNIA

The following sections of the Area Development Agreement are amended, applicable solely to You and the Owners who are residents of the State of California as of the Effective Date, as follows:

1. Sections 11.2, 11.3, and 11.4 of the Area Development Agreement are omitted in their entirety.

2. Section 15.14 of the Area Development Agreement is replaced in its entirety as follows:

   15.14 Survival of Provisions. All the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, including Your obligation to indemnify Us and each Franchisor Party, to pay all amounts owed, to continue to observe the confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, and other restrictions of this Agreement, including the provisions with respect to arbitration and dispute avoidance.

ADDENDUM TO THE AREA DEVELOPENT AGREEMENT
FOR THE STATE OF HAWAII

Intentionally Omitted

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS

Illinois Law governs the area development agreement.

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.

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

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

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

In fiscal year 2023, the Franchisor's affiliate derived more than $31M in revenue from purchases required to be made by franchisees.

You are required to contribute to an Advertising Fund. The Franchisor may use up to 50% of those fund contributions to advertise and solicit new franchisees.

There are issues with the Franchisor's trademark and name. Read Item 13 in the disclosure document carefully to make certain that you understand the potential repercussions of trademark interference, oppositions, and cancellations.

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE	**TEE BOX FRANCHISING, LLC**
By:_____	By: _____
Its	Its

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

By and between **TEE BOX FRANCHISING, LLC**, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. 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.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto agree to all of the terms and provisions of this Addendum and have caused this Addendum to be effective as of _____.

FRANCHISOR:

TEE BOX FRANCHISING, LLC

By: _____
Its, _____

FRANCHISEE:

_____

By: _____
Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Area Development Agreement ("Agreement") is agreed to this _____, between **TEE BOX FRANCHISING, LLC** and _____ to amend and revise said Area Development Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said 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, understands and consents to be bound by all of its terms.

TEE BOX FRANCHISING, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, 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.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:	FRANCHISEE:
TEE BOX FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "I"
TO THE FDD

RELEASE AGREEMENT

RELEASE AGREEMENT

This RELEASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below on the signature page) by and between TEE BOX FRANCHISING, LLC, a Utah limited liability company (herein "Franchisor"), _____, LLC/INC. ("Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Tee Box® franchise agreement on _____ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of the _____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Release. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the Effective Date. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release, unless prohibited by state law.

2. Further Effect of Release. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Full Knowledge. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

[FOR CALIFORNIA RESIDENTS ONLY: These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

_____ (INITIALS)

_____ (INITIALS)

The parties, with the advice of their respective counsel, waive the benefit of both statute and other legal doctrine or principle of similar effect in any jurisdiction.]

The releases herein do not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. Complete Defense. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Post-Termination Clauses not Affected. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the confidentiality, non-competition, or other post-termination clauses of the Franchise Agreement or other such agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) shall make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Utah without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake County, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake County, Utah and the laws of the State of Utah will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

6.13 Knowledge and Authority. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby. If signing for an entity, the signers below represent and warrant that they have fully authority to execute this Agreement on behalf of their respective entities.

[Signature Page Follows]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of _____ ("Effective Date").

FRANCHISOR:	FRANCHISEE:
TEE BOX FRANCHISING, LLC	**_____, LLC/INC.**
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERSONAL GUARANTOR(S):

By: _____ (print name)_____, personally	By: _____ (print name)_____, personally
Date: _____	Date: _____
By: _____ (print name)_____, personally	By: _____ (print name) _____, personally
Date: _____	Date: _____

EXHIBIT "J"
TO THE FDD

SIGNING CHECKLIST

Franchise Documents Signing Checklist

The following items need to be filled out, signed, or dated by the party indicated. This is simply a guide. Refer to your franchise agreement for all obligations that must be performed and documents that must be delivered to us.

1. When you receive the FDD

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date both copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("Tee Box Franchising, LLC").	

2. When you sign the Franchise Agreement and other documents

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	COMMENTS
Franchise Agreement	(page 1)	Fill in the franchisee name	
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	

Franchise Agreement	(pages 54-55)	**1**. If the franchisee is an entity, (1) fill in the entity name on the indicated line, and have the president, manager, etc. sign on behalf of the entity. **2**. If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	
Territory	Exhibit A-1	If the premises is not already known, this will be filled out and initialed later.	
Company Reps. and Warranties	Exhibit A-2	The franchisee must fill in the appropriate fields, date, and sign. Fill in the franchisee name, address, and email.	
Brand Protection Agreement for Principals	Exhibit A-4	Each owner and principal manager of the franchisee must fill out and sign and date a separate form.	
Employee Brand Protection Agreement	Exhibit A-5	All your management level employees need to fill out and sign separate non-compete agreements. **1.** On the first page, the management employee will fill in the date the document is signed and will list you or your company as the franchisee, and the employee will fill in their address. **2.** Each of your management employee must sign this document.	
Authorization Agreement for Direct Payments (ACH Debits)	Exhibit A-6	This form must be filled out with all the appropriate bank information and signed.	
Digital and Social Media Authorization for Assignment	Exhibit A-7	1. On the first page, fill in name of franchisee. 2. On second page, fill in name of franchisee, franchise signature, title and date.	
State Addenda	Exhibit A-8	If the franchisee is from one of these states or if the franchisee will be operating in one of these states, the franchisee must sign the applicable state addendum (other than those states that do not require a signature).	

Guaranty of Assumption of Obligations	Exhibit A-9	Franchisee must fill in the date, the name of its entity and the date of the franchise agreement on the first page. The owners of the franchisee must sign the second page.	
Statement of Prospective Franchisee	FDD Exhibit – B	The franchisee must fill in, initial, sign, and date where indicated.	

THE FIRST PART OF THE NEXT SECTION MARKED WITH AN ** APPLIES ONLY IF YOU HAVE SIGNED AND PURCHASED AN AREA DEVELOPER AGREEMENT

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	COMMENTS
**Area Development Agreement	Exhibit – H (page 1)	Fill in the date and franchisee's name.	
**Area Development Agreement	Exhibit – H (page 4)	Fill in Area Development Fee.	
**Area Development Agreement	Exhibit – H (pages 14-15)	Fill in franchisee's name, address, and email.	
**Area Development Agreement	Exhibit – H (page 20)	Both the franchisor and the franchisee must sign.	
**Area Development Agreement	Exhibit – H (page 21)	Fill in the Development Territory information. Both the franchisee and the franchisor must initial and date.	
**Area Development Agreement	Exhibit – H (page 22)	Fill in years and associated number of units to be developed. Both the franchisee and the franchisor must initial and date.	
**Area Development Agreement	Exhibit – H (pages 23-25)	On the first page, (1) Fill in the date and guarantor's name and (2) the date of Development Agreement. On the last 2 pages, all parties must sign and date.	
**State Addenda	Exhibit - H (pages 26-35)	If the franchisee is from one of these states or if the franchisee will be operating in one of these states, both	

		the franchisee and the franchisor must sign the applicable state addendum.	

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **annually**.	
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Tee Box _____." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Tee Box – Irvine." **The franchisor must approve your dba before you file it**. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you cannot use the name "Tee Box" as part of your company name.	
Franchisee's Certificate of Occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	
Franchisee's Entity Documents	Articles of Incorporation or Organization along with Bylaws or Operating Agreement sent to franchisor.	
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor.	

EXHIBIT "K"
TO THE FDD

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE	STATE	EFFECTIVE DATE
California	Pending	New York	Pending
Hawaii	Pending	North Dakota	Pending
Illinois	Pending	Rhode Island	Pending
Indiana	Pending	South Dakota	May 13, 2026
Maryland	Pending	Virginia	Pending
Michigan	Pending	Washington	Pending
Minnesota	Pending	Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT
(Franchisee's Copy)

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 Tee Box Franchising, 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 a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give 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 requires that we give 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 Tee Box Franchising, 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 the state administrator listed in Exhibit "F." Tee Box Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

The issuance date of this disclosure document is May 7, 2026.

The franchisor, Tee Box Franchising, LLC, is located at 702 W Porter Ln, Centerville, UT 84014. Its telephone number is 801-508-4807. The names, business addresses, and phone numbers of each franchise seller offering this franchise are as follows:

Name	Address	Phone Number
Preston Unck	702 W Porter Ln, Centerville, UT 84014	801-508-4807
Brian Godfrey	702 W Porter Ln, Centerville, UT 84014	801-508-4807
Devin Harper	702 W Porter Ln, Centerville, UT 84014	801-508-4807
Jake Butler	702 W Porter Ln, Centerville, UT 84014	801-508-4807
Chloe Bennett	702 W Porter Ln, Centerville, UT 84014	801-508-4807

I received a disclosure document dated May 7, 2026, which included the following Exhibits:

A. Franchise Agreement and its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for Operations Manual
H. Release Agreement
I. Signing Checklist
J. State Effective Dates

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Title (if Signing for Company)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated copy by mailing it to Tee Box Franchising, LLC at 702 W Porter Ln, Centerville, UT 84014, or by emailing a copy of the signed and dated receipt to franchising@tbx.golf.

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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 Tee Box Franchising, 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 a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give 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 requires that we give 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 Tee Box Franchising, 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 the state administrator listed in Exhibit "F." Tee Box Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

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J. State Effective Dates

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Title (if Signing for Company)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated copy by mailing it to Tee Box Franchising, LLC at 702 W Porter Ln, Centerville, UT 84014, or by emailing a copy of the signed and dated receipt to franchising@tbx.golf.