AXE MONKEYS FRANCHISING, LLC
1320 Arrow Point Drive
Cedar Park, TX 78613
www.axemonkeys.com
800-293-6665

CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

November 26, 2018~~November 13, 2018~~~~July 12, 2018~~~~March 29, 2018~~~~March 27, 2018~~~~March 15, 2018~~

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FRANCHISE DISCLOSURE DOCUMENT

AXE MONKEYS FRANCHISING, LLC
(A Texas Limited Liability Company)
1320 Arrow Point Drive
Cedar Park, TX 78613
800-293-6665
franchising@axemonkeys.com
www.axemonkeys.com

The franchise described is known as "Axe Monkeys Indoor Axe Throwing"™ ("Axe Monkeys"). Axe Monkeys is involved in the business of play-based leisure via throwing axes, spears, knifes, etc. at designated targets in a controlled setting. Axe Monkeys Franchisees provide a safe, fun, and clean environment to throw axes, spears, knives, and much more. ~~The franchise described is known as "Axe Monkeys Indoor Axe Throwing"™ ("Axe Monkeys"). Axe Monkeys is involved in the business of recreational and competitive activity of throwing axes, spears, knives, and much more. . Axe Monkeys Franchisees provide a safe, fun, and clean environment to throw axes, spears, knives, and much more. .~~

The total investment necessary to begin operation of an Axe Monkeys Single Unit franchised business is $~~122,250.00~~21~~22~~9,8~~3~~50.00 to $~~187,900~~274~~83~~,0~~5~~00.00. This includes an Initial Fee of $29,000.00, payable first is a $10,000 Preliminary Agreement ($10,000) Fee that must be paid to Us, which is included in the Initial Fee. ~~You must also pay a Territory Fee of at minimum Fifteen Thousand Dollars ($15,000), which is for a Territory size of 250,000 population~~. The total investment necessary to begin operation of an Axe Monkeys Area Development franchise business is $~~143,205.00~~24~~50~~,8~~3~~05.00 for ~~two~~ three (~~2~~3) units to $~~322,675~~40~~18~~,5~~0~~50.00 for ten (10) units. This includes the Initial Fee for the first unit and the 50% payment of all additional Initial Fees that must be paid to Us at the time You sign the initial Franchise Agreement.

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 Us or an affiliate in connection with the proposed franchise sale. **Note however, that no governmental agency has verified the information contained in this document.**

You may wish to receive Your disclosure document in another format that is more convenient for You. To discuss the availability of disclosures in different formats, contact Dave Calhoun at 1320 Arrow Point Drive, Cedar Park, TX 78613, or email at ~~dave~~Dave@axemonkeys.com or telephone him at 800-293-6665.

The terms of Your contract will govern Your franchise relationship. Do not rely on the Disclosure Document alone to understand Your contract. Read Your entire contract carefully. Show Your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

There may also be laws on franchising in Your state. Ask Your state agencies about them.

STATE COVER PAGE

Your state may have a franchise law that requires a Franchisor to register or file with a state franchise administrator before offering or selling in Your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H for information about the Franchisor, or about franchising in Your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before You buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION IN TRAVIS COUNTY, TEXAS. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO COSTS YOU MORE TO MEDIATE OR LITIGATE WITH US IN TRAVIS COUNTY, TEXAS THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT REQUIRES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE AND THE SPOUSE OF ALL OWNERS, IF FRANCHISEE IS AN APPROVED BUSINESS ENTITY, MUST SIGN A SPOUSAL CONSENT, MAKING THE SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, PLACING THE SPOUSE'S OWN PERSONAL ASSETS AT RISK.

4. IF YOU DO NOT FIRST MEDIATE DISPUTES WITH THE FRANCHISOR IN GOOD FAITH, AS PER THE FRANCHISE AGREEMENT, THEN YOU MAY LOSE THE RIGHT TO ATTORNEY'S FEES IN THE EVENT THAT YOU WIN THE DISPUTE.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
   We use the services of one or more FRANCHISE BROKERS or referral sources to assist Us in selling Our franchise. A franchise broker or referral source represents Us, not You.

We pay this person a fee for selling Our franchise or referring You to Us. You should make sure to do Your own investigation of the franchise.

6. THE FRANCHISOR'S 2018 AUDITED FINANCIALS REFLECT THAT CURRENT LIABILITIES EXCEED CURRENT ASSETS. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.

7. THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY.

8. YOU MUST MAKE ROYALTY AND ADVERTISING PAYMENTS BASED ON A SPECIFIED ANNUAL SALES PERFORMANCE LEVEL, EVEN IF YOU HAVE NO EARNINGS. FAILURE TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF INVESTMENT.

A chart of State Effective Dates is located on the following page:

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

~~California:~~	~~Pending~~	~~North Dakota:~~	~~Pending~~
~~Connecticut:~~	~~Pending~~	~~Oregon:~~	~~Pending~~
~~Hawaii:~~	~~Pending~~	~~Rhode Island:~~	~~Pending~~
~~Illinois:~~	~~Pending~~	~~South Dakota:~~	~~Pending~~
~~Indiana~~	~~Pending~~	~~Virginia:~~	~~Pending~~
~~Maryland:~~	~~Pending~~	~~Washington:~~	~~Pending~~
~~Michigan:~~	~~Pending~~	~~Wisconsin:~~	~~Pending~~
~~Minnesota:~~	~~Pending~~		
~~New York:~~	~~Pending~~		

California:	Pending	North Dakota:	N/A
Hawaii:	N/A	Oregon:	N/A
Illinois:	Pending	Rhode Island:	N/A
Indiana	N/A	South Dakota:	N/A
Maryland:	N/A	Virginia:	N/A
Michigan:	N/A	Washington:	N/A
Minnesota:	N/A	Wisconsin:	N/A
New York:	N/A		

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

To simplify the language in this Disclosure Document, the words "We," "Our" and "Us", "AMF" and "Axe Monkeys" refer to Axe Monkeys Franchising, LLC, the Franchisor of this business. "You" and "Your" refer to the person who buys the franchise, whether You are an individual, a Corporation, Limited Liability Company or other business entity. If You are a Corporation, Limited Liability Company or other business entity, certain provisions of this Disclosure Document also apply to Your owners. Our agent for service of process is disclosed at the end of this Disclosure Document in Exhibit H.

The Franchisor and its Affiliates

We were organized as a Limited Liability Company in Texas on February 1, 2018. We have no parents. Our principal business address is 1320 Arrow Point Drive, Cedar Park, TX 78613. We do business under our company name and the names "Axe Monkeys", "Axe Monkeys Franchising", and "Axe Monkeys Indoor Axe Throwing". We have offered franchises in the United States since March 2018.

We have one affiliate who is the holder of our intellectual property and has licensed it to us for use and sublicensing to our franchisees. ~~Axe Monkeys Franchising, LLC is not owned by an affiliate. We have no Affiliates.~~Our Affiliates include:

Axe Throwing Inc~~.~~. which is located at 3525 E. Post Rd Ste. 110, Las Vegas, Nevada 89120. Axe Throwing Inc~~.~~. is the holder of our intellectual property~~.~~. Axe Throwing Inc~~.~~. does not offer nor has it previously offered a franchise in this or any other line of business.

We grant franchises to qualified persons or business entities in connection with the service mark "Axe Monkeys Indoor Axe Throwing" and other related logos (collectively referred to as the "Marks"). We refer to these businesses as "Axe Monkeys Businesses." We refer to the Axe Monkeys Businesses You will operate as the "Franchised Business." In addition to granting franchises for individual Axe Monkeys Businesses, We also allow certain Franchisees who fit our criteria to become Multi-unit franchise owners, also called Area Developers. As an Area Developer You may be required to sign Our then current Franchise Agreement at the time You open You additional Locations. Multi-unit franchise owners open and operate multiple additional Axe Monkeys Businesses in a specified Territory. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which We refer to as our "System" and which are more particularly described in our Franchise Agreement.

Axe Monkeys Franchising, LLC has never operated an Axe Monkeys Business. We are not engaged in any other line of business, nor have We ever offered franchises in another line of business.

General Description of the Franchise, Market, and Competition

The franchise described is known as "Axe Monkeys Indoor Axe Throwing"™ ("Axe Monkeys"). Axe Monkeys is involved in the business of entertainment via throwing axes, spears, knives~~knifes~~, and much more. Axe Monkeys Franchisees provide a safe, fun, and clean environment to throw axes, spears, knives, and much more. The arts, entertainment, and recreation industry is worth an estimated a combined annual revenue of about $260 billion. This is an emerging market in the industry according to IBISWorld which shows a growth of 7.2% in the last year. Products and services are

primarily sold to, but not limited to, adults with active lifestyles, open to new and unique experiences, or competitive athletes, and children ages seven (7) and up. You will face competition from entertainment venues, bowling alleys, and potentially other axe throwing businesses.

Regulations

The arts, entertainment, and recreation industry, as with any business, is regulated. Many of the laws, rules and regulations that apply to business generally, such as the Americans with Disabilities Act, Federal wage and hour laws, ~~and~~ the Occupational Safety and Health Act, and the USA PATRIOT Act and Executive Order 13224, as well as all state and federal laws also apply to the arts, entertainment, and recreation industry businesses. In addition to normal laws you will likely be required to obtain a participant sport permit with parking spots. You will be required to comply with all Federal, State, and local laws, rules and regulations, and will timely obtain, maintain and renew when required all permits, certificates, and licenses necessary for the proper operation of Your Axe Monkeys Franchise, including qualification to do business, fictitious trade or assumed name registration.

Additionally, You must comply with all rules, laws and regulations relating to the arts, entertainment, and recreation industry, including but not limited to, regulations by the U.S. General Services Administration, and those laws issued and enforced by state and local health departments.

You should consider these and other applicable laws and regulations when evaluating Your purchase of a franchise. Under the Franchise Agreement, You alone are responsible for complying with all applicable laws and regulations despite any advice or information We may give You.

~~**ITEM 2 – BUSINESS EXPERIENCE**~~

~~**CEO: Dave Calhoun**~~

~~Mr. Calhoun has been the CEO of Axe Monkeys Franchising since its inception. Prior to creating Axe Monkey's, Mr. Calhoun had a similar business in Edmonton, Alberta Canada named Axe Hole, which he owned and operated from September 2015 until September 2016, which he then sold to build out the improved model, Axe Monkeys. He opened the first Axe Monkeys location in Kelowna, British Columbia, Canada in December 2016. He managed the business, and oversaw all the social media to grow the brand. The location was so successful that it brought attention to people from Las Vegas in the United States, so the second location was opened in Las Vegas, Nevada in February 2017. Concurrent with Dave's axe businesses, and since March 2010, he is the owner and operator of Hawk Hydraulics, an Oil, Gas & Heavy machinery company. At Hawk Hydraulics, Mr. Calhoun requires quality customer service, and competitive pricing no matter if the job is big or small. With an emphasis on full service for the machine shop, welding shop, and testing facility, he has built up the business to include hydraulic teardown and assembly benches, as well as reports, failure analysis, and oil sampling to ensure that the customers feel confident in everything they do. In overseeing all the day to day operations; including the promotions, billing, quoting, Dave ensures that the customer service quality is maintained, which is his first and primary focus. He has built in these same qualities to Axe Monkeys and demands the same attention no matter if the customer is a small group or a large VIP party.~~

~~**Vice President: Ryan ChamberlainCailey Bixman**~~

~~Mr. Chamberlain is the Vice President of Axe Monkeys and has been with the company since its inception. He is concurrently an owner of DMR Diesel LTD in Edmonton, Alberta, Canada and has been associated with them since September 2006. Mr. Chamberlain is responsible for overseeing~~

~~operations and upper management performance, developing functional policies and programs, while providing executive leadership for Axe Monkeys.Ms. Bixman has been the Vice President of Axe Monkeys Franchising since its inception. Concurrently with opening Axe Monkeys, and since _____, Ms. Bixman is _____~~

ITEM 2 - BUSINESS EXPERIENCE

CEO: Dave Calhoun

Prior to creating Axe Monkey's, Mr. Calhoun had a similar business named Axe Hole located at 11614 119 St NW, Edmonton, AB T5G 2X7, Canada, which he owned and operated from September 2015 until September 2016, which he then sold to build out the improved model, Axe Monkeys.

Axe Monkeys Franchising: CEO 1320 Arrow Point Drive, Cedar Park, TX 78613
February 20, 2018 - Present

Axe Monkeys: Owner and Operator 3190 Sexsmith Rd #8, Kelowna, BC V1X 7S6, Canada
December 2016 - Present

Hawk Hydraulics: Owner and Operator 16313 132 Ave NW, Edmonton, AB T5V 1J5, Canada
March 2010 - Present

Vice President: Ryan Chamberlain

Axe Monkeys Franchising: Vice President 1320 Arrow Point Drive, Cedar Park, TX 78613
February 20, 2018 - Present

DMR Diesel LTD: Owner 12840 149 Street, Edmonton, AB T5V1A4, Canada
September 2006 - Present

~~ITEM 7 –~~ ITEM 3 - LITIGATION

No litigation is required to be disclosed in this Item.

~~ITEM 8 –~~ ITEM 4 - BANKRUPTCY

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

~~ITEM 9 –~~ ITEM 5 - INITIAL FEES

Franchise Agreement

You must pay Us an Initial Fee of $35~~29~~,0~~9~~00.00, which includes the Preliminary Agreement, to assist in site selection, Training and use of the Confidential Information fees to purchase a Single Unit Franchise. You will pay the Initial Fee in two installments, the first installment is the Preliminary Agreement Fee which is due at the signing of the Preliminary Agreement, and the second installment of the Initial Fee's balance is due when executing Your Franchise Agreement, unless modified by a State Addendum attached at Exhibit G to this Disclosure Document. This fee is fully earned upon signing this

Agreement. However, pursuant to the California Addendum payment of all initial fees is postponed until after all of Franchisor's initial obligations are complete.

Preliminary Agreement

Before entering into a Franchise Agreement, You and Axe Monkeys will enter into a Preliminary Agreement. At that time, You will pay Us a Preliminary Agreement Fee in the amount of $10,000 Preliminary Agreement ($10,000). You will also agree to enter into and sign a Franchise Agreement with Us at that time. (See Exhibit E to review the Franchise Agreement). Upon payment of the Preliminary Agreement Fee, You will be provided with a copy of our "Start Up Manual" that contains (1) Site Selection information, including: among other items, Axe Monkeys' current site specifications and background information, Axe Monkeys' current standard form real property lease, and instructions for preparing a trade area study and competition survey. (Axe Monkeys may modify these forms and/or specifications at any time in its sole discretion); and 2) Establishing an Axe Monkeys Franchise business start-up timetable and preparation for opening information, including among other things: securing required accounts, licenses and permits, décor specifications and required fixtures, furnishings, equipment, supplies and supplier information. The "Start Up Manual" will be yours to use as long as You are affiliated with Axe Monkeys. You also will be entitled to receive assistance from the Axe Monkeys staff and approved commercial real estate team and vendors that can aid You in the selection of Your site. Upon Axe Monkeys' approval of Your location, this fee also allows You to use under certain limited conditions, the Axe Monkeys Marks (The Axe Monkeys Marks are described in Item 13 of this Disclosure Document). The Preliminary Agreement Fee is non-refundable except as described below. (See Exhibit D to review the Preliminary Agreement.)

~~Territory Fee~~

~~You must pay Us a Territory Fee for your chosen site selected territory. The minimum Territory fee is Fifteen Thousand Dollars ($15,000.00) and is for a Territory size of Two Hundred Fifty Thousand population (250,000). You can add additional people into your Territory at an additional fee of Five Thousand Dollars ($5,000.00) per Fifty-Thousand (50,000) population increments.~~

Mandrill Viking Package

You must pay Us Eighty-Nine Thousand Dollars ($89,000.00) for the initial proprietary equipment which consists of all of the materials needed for 10 lanes within your Axe Monkeys location, except for the chain link fencing. It also includes the opening inventory of logoed shirts and hats.

Discounts

The Initial Fee above is not uniform for all Franchisees. We offer a 10% discount off of the Initial Franchise Fee for U.S. military who would be eligible for VetFran membership and members of the Armed Forces as well as first responders.

Area Development Agreement

If You have chosen to enter into, and have been approved for, an Area Development Agreement, You must sign the Area Development Agreement simultaneous with the Franchise Agreement for Your first Axe Monkeys franchise. When signing an Area Development Agreement, You must pay the Initial

Fee for the first franchise plus 50% of the Initial Fee for each additional Axe Monkeys business to be developed. When You open each additional franchise under the Area Development Agreement, You will pay the balance of the Initial Fee and execute the additional Franchise Agreement at that time, which may be different than the Franchise Agreement for your first Axe Monkeys franchise. At the time you initiate development of each unit, you will be required to sign a then-current version of the Franchise Agreement.

Thus the amount you will pay for your Area Development Agreement with the discounted rates for the multiple units will be:

Number of Total Units	Discount Given to Area Developer's and Multi-Unit Operators	Price per unit	Initial First Unit Fee	Total to pay Us Upon Signing the Area Development Agreement
2 units	10%	$ 3126,5091~~0~~	$ 3529,0900	$ 6650,500~~855~~
3 units	10%	$ 3126,5091~~0~~	$ 3529,0900	$ 98~~71~~,0081~~0~~
4 units	10%	$ 3126,5091~~0~~	$ 3529,0900	$ 128~~92~~,000~~765~~
5 pack	20%	$ 2~~8~~3,0092~~0~~	$ 3529,0900	$ 14~~0~~7,0074~~0~~
10 pack	50%	$17~~4~~,5095~~0~~	$ 3529,0900	$ 192~~164~~,500~~675450~~

The 50% balance of the Initial Franchise Fee ~~and the Territory Fee~~ will be due when signing each additional unit within the approved Area Development Schedule.

Refundability

The Initial Fee is non-refundable in whole or in part under any circumstances, after the Franchise Agreement has been signed, except in the event that:

1) You cancel Your Preliminary Agreement before You sign a lease or purchase contract for Your Axe Monkeys Indoor Axe Throwing. This request must be addressed to Axe Monkeys Franchising in writing. Axe Monkeys Franchising will agree to Your request but will condition its agreement upon Your execution of a Mutual General Release Agreement, the form of which is included as Exhibit E-1. When the Preliminary Agreement is terminated by You in this manner, Axe Monkeys Franchising will retain $2,500.00 of the Preliminary Agreement Fee. Axe Monkeys Franchising will refund to You a portion of the remaining $7,500 after deducting the amount of Axe Monkeys' expenses incurred in connection with assisting You in Your site selection process. In the event Axe Monkeys terminates the Preliminary Agreement, which it may do in its sole discretion at any time before You execute a lease or purchase contract for Your Axe Monkeys business, Axe Monkeys will refund to You the entire $10,000 Preliminary Agreement ($10,000) Preliminary Agreement Fee. You must, however, execute the Mutual General Release Agreement described above prior to receiving any refund.

2) You cancel the Franchise Agreement, or do not show up at the scheduled training without advanced written and approved rescheduling, the $10,000 Preliminary Agreement Preliminary Agreement Fee will be non-refundable;

3) If You cancel the Agreement, in writing, prior to attending Your scheduled training, the balance of $10,000 Preliminary Agreement Preliminary Agreement ($10,000) minus a $2,500.00 administrative fee and legal costs will be refunded to You; or

NOTES

1 These fees are imposed by Us and deducted from Your ACH Account from Your Gross Sales and are payable to Us as listed in due date column of the above chart. Franchisor owned units do not have voting power in cooperatives established. The Royalty Fees, the Service Fee and the Capital Access Charge fee, plus any other amounts You owe Us will be deducted from payments that Your Customers submit to You under the Order Processing System, or as a separate ACH withdrawal if warranted. (see Item 8) We may pass through to You any additional fees We incur if You pay Us any amounts by credit card.

2 The daily additional fee begins the day after underpayment.

3 "Gross Sales" means the aggregate of all income and monthly fees Franchisee receives from Customers for the purchase or provision of any goods or services, including enrollment fees, or any other person or business entity for the Franchised Business in connection with the Franchised Business (whether or not in accordance with the terms of the Franchise Agreement) and whether for check, cash, credit or otherwise, from the sale of products and services (including service charges in lieu of gratuity) regardless of the dollar amount Franchisee sells each product or service for, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all insurance payments, check, cash, credit or debit card refunds made in good faith provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, (b) any sales and equivalent taxes that Franchisee collects for or on behalf of and pay to any governmental taxing authority, and (c) any rebate Franchisee receives from a manufacturer or supplier.

4 Local and telephone directory advertising is in addition to and exclusive of the Local Marketing Contribution.

5 You must maintain certain types of insurance coverage as disclosed in Item 9 or in the Manual. If You do not, We may immediately obtain or reinstate the required coverage on Your behalf, and You must promptly reimburse Us for the costs of obtaining insurance and any additional costs incurred by Us in obtaining Your coverage or reinstatement.

6 These amounts are estimates and approximate the average charge to You for services. Charges may vary based upon the actual time spent by Our staff and the duration of the training or assistance provided.

~~ITEM 11 –~~ ITEM 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
INITIAL FEE[2]	$35~~29~~,0~~5~~00. to $35~~29~~,0~~5~~00.00	Ten Thousand Dollar ($10,000) Preliminary Agreement Fee, then Lump Sum	After paying the Ten Thousand Dollar Preliminary Agreement ($10,000) Fee, the Balance of the Franchise Fee will	Us

YOUR ESTIMATED INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
			be due upon Site Approval when Signing the Franchise Agreement[2]	
~~TERRITORY FEE[2]~~	~~$15,000.00 To $15,000~~	~~Lump Sum~~	~~Upon Signing the Franchise Agreement~~	~~Us~~
TRAVEL AND LIVING EXPENSES WHILE TRAINING[9]	$2,000 to $4,000	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies, etc.
RENT / REAL ESTATE DEPOSIT	$9,000.00 to $11,000.00	As Arranged	As Arranged	Landlord
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS[4]	$1,300.00 to $3,400.00	As Arranged	Before Opening, may depend upon Your personal credit history or ratings	Landlord and Utility Companies
LEASEHOLD IMPROVEMENTS[5]	$8,000.00 to $10,000.00	As Arranged	Before Opening, may be included in lease negotiations	Landlord
MANDRILL VIKING PACKAGE[6]	$89,000.00 to $89,000.00	Lump Sum	Before Opening	Approved Vendor
FURNITURE, FIXTURES, AND EQUIPMENT[6]	$37,500.00 to $44,900.00	As Arranged	Before Opening	Approved Suppliers and Vendors
OPENING INVENTORY[7]	$2,000.00 to $4,000.00	Lump Sum	As arranged	Us
SUPPLIES AND OTHER OPENING ITEMS[7]	$500.00 to $1,000.00	As Arranged	Before Opening	Third Party Vendors

YOUR ESTIMATED INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
GRAND OPENING	$20,000.00 to $30,000.00	As Arranged	Before Opening	Approved Suppliers and Vendors
VEHICLE LEASE[6]	$1,000.00 to $3,000.00	As Arranged	Monthly/As Arranged, A Portion Before Opening	Leasing Company
INSURANCE[8]	$450.00 to $1,000.00	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
VEHICLE INSURANCE[8]	$600.00 to $1,700.00	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
SIGNAGE[5]	$6,000.00 to $11,000.00	As Arranged	Before Opening	Third Party
LICENSING AND PERMITS [7]	$750.00 to $1,500.00	As Incurred	During Training/ Before Opening	Third Party Vendors
RAGE ROOM [5]	$1,000.00 to $2,000.00	As Incurred	Before Opening	Approved Suppliers and Vendors.
PERMITS & LICENSES[8]	$750.00 to $1,500.00	As Incurred	Before Opening	Approved Suppliers and Vendors.
LEGAL / ACCOUNTING[8]	$0.00 to $5,000.00	As Arranged	As Incurred	Your chosen professional
ADDITIONAL FUNDS[10] (Three Months)	$20,000.00 to $30,000.00	As Incurred	As Incurred	Operating Capital
TOTAL[1, 11] Single Unit	**$2129,8350.00 to $27483,0500.00**			

Area Development of 3 to 7 Single Franchise Agreements over time

YOUR ESTIMATED INITIAL DEVELOPMENT INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
AREA DEVELOPMENT FEE[2]	$ 63,000~~20,955~~.00 for 2 units to $157,500~~134,775550~~.00 For ~~10~~ 9 units	Lump Sum	Upon Signing the Area Development Agreement[2]	Us
ESTIMATED INITIAL INVESTMENT FOR FIRST UNIT	$2~~1~~29,~~8~~350.00 to $27~~483~~,~~0~~500.00	As described in the Initial Investment Table above for a single Unit.	As described in the Initial Investment Table above for a single Unit.	As described in the Initial Investment Table above for a single Unit.
TOTAL[1, 11] **Development Units**	**$28~~250~~,~~8503~~ ~~05~~.00 to $43~~118~~,~~5002~~ ~~75050~~.00**			

NOTES TO ITEM 7.

1. Estimated Initial Investment

The above estimates do not provide for Your cash requirements to cover operating costs after the initial phase or personal living expenses. You must have additional sums available, whether in cash or through unsecured credit lines or have other assets that You may liquidate or that You may borrow against, to cover Your personal living expenses and any operating costs after the initial phase of Your Axe Monkeys™ Franchise. We urge You to retain the services of an experienced accountant or financial advisor in order to develop a business plan and financial projections for Your Axe Monkeys™ Franchise. Your actual investment will vary depending upon local conditions particular to Your geographic area or market. As described in Item 10 below, We do offer in-house financing arrangement to You.

2. ~~Initial Fee and~~ Development Fee

~~As discussed in Item 5 above, You must pay Us a Territory Fee for your chosen site selected territory. The minimum Territory fee is Fifteen Thousand Dollars ($15,000.00) per unit and is for a Territory size of Two Hundred Fifty Thousand population (250,000). You can add additional people into your Territory at an additional fee of Five Thousand Dollars ($5,000.00) per Fifty Thousand (50,000) population increments. The numbers reflected in this table are utilizing the population of 250,000 people for each of the units ranging from 2 units through 10 units~~

As discussed in the sample table in Item 5 above, If You are approved to be an Area Developer, You will sign a separate agreement called an Area Development Agreement and submit the Area Development Fee which is calculated at 50% of the Discounted additional unit's Initial Fee for each Unit included in the Development Schedule after your Initial Unit. If You are not approved to be an Area Developer then you will not pay this fee. All initial Fees may be modified by a State Addendum attached as Exhibit G.

3 Real Estate/Rent

You will be required to lease or purchase a vehicle for use in Your business. The costs listed above assume that You have chosen to lease the Vehicle. Details of which can be found in the Manual(s).

Mandrill Viking Package

The Mandrill Viking Package consists of all of the materials needed for 10 lanes except for the chain link fencing. It also includes the opening inventory of logoed shirts and hats.

7 Opening Supplies

The Opening Supplies is the amount of Initial Supplies You must have in your Axe Monkeys location. In the chart above it reflects $500.00, as the minimum anticipated amount of initial supplies, and the reflected $4,000.00 includes the amount for larger locations. Cleaning supplies, generic office supplies, and other miscellaneous supplies are an example of the small amount of miscellaneous items not provided by Us or included in the Mandrill Viking Package.

Supplies and Other Opening Items

Supplies and Other Opening Items is the amount of Initial Product You must have for Your business. In the chart above it reflects $2,000, as the minimum anticipated amount of initial inventory, some inventory may be supplied to You prior to Opening by Us. While the reflected $4,000 includes the amount for larger locations. The amount for Inventory, Supplies, and Other Opening Items for the small amount of miscellaneous items is not provided by Us.

8 Insurance

You must obtain and maintain the required insurance coverage as described by Us in Item 9 of this Disclosure Document and in the Franchise Agreement. The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchise Business, terms available and other related factors. The estimate provided is for Your insurance deposit and includes the vehicle(s) within the estimate.

Permits and Licenses

You must obtain and maintain the required and typical business licenses and permits. There is no additional or special permits needed for our business.

9 Training

You and Your Designated Manager must participate in our initial training as stated in Item 11 of this Disclosure Document. The fee for the Initial Training Program is in addition to the Initial Fee. You may participate in Our additional training programs. All Initial Fees are used to defray Our costs for providing training, promotional assistance and materials and other services to be provided by Us. Additional information regarding training is available in Item 11 of this Disclosure Document. ~~Bret Hart is the best there is, the best there was, and the best there ever will be.~~

10 Additional Funds

An amount of working capital is projected as sufficient to cover operating expenses for three months, including software, employee salaries and overhead, but excluding salary for an owner-operator. However, Axe Monkeys cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: how much You follow Axe Monkeys' methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

11 Total

You must comply with Our specifications for brands and types of equipment used in Your Franchised Business. The details of our specifications and standards are outlined in the Manual. If You propose to purchase any items for use in Your Franchised Business from an unapproved source for which We have identified, designated, or approved supplier(s), You must request our approval first, and pay a fee of $250 for us to review the product. We may require, as a condition of granting approval that our representative(s) be permitted to inspect the supplier's facilities, and that information, specifications, and samples as We reasonably request be delivered to Us for testing. We will notify You within Ninety of Your request as to whether We approve the supplier or product. If no approval is received within Ninety, it is deemed denied. Upon written acceptance and approval by Us of services or products and suppliers submitted for inclusion on the Approved Suppliers List and Approved Supplies List, You will be free to purchase such service or product from such approved supplier. We may revise our Approved Supplier and Approved Supplies Lists.

We apply the following general criteria in designating a proposed supplier as an approved source:

1. Ability to provide the service or product to Our quality specifications;
2. Production and delivery capability;
3. Minimum standards for safety;
4. Integrity of the supplier; and
5. Legality of the product or company.

The specific criteria We use to determine an approved supplier is available to You upon request.

Currently, We are a designated or approved supplier for any products or service nor do We receive benefits from any approved suppliers. ~~However, our Affiliate,~~ Axe Throwing Inc.~~,~~, is the approved supplier for some products, furniture, fixtures and equipment, uniforms, some promotional items, and other miscellaneous items. Except as stated in this Item, neither We nor any persons affiliated with Us is or are an approved supplier of any required goods or services, and neither You nor any person affiliated with Us will or may derive revenues as a result of required purchases or leases by You, nor will We provide to You any material benefits based on Your use of designated or approved sources. We may, however, negotiate purchase agreements with suppliers for Your benefit.~~.~~

We estimate that the cost of required equipment and supplies purchased in accordance with our specifications will represent (a) $118,500 or 42% of Your total purchases and leases in establishing the business and (b) 10% of Your total purchases and leases during operation of the business.

Insurance

You must obtain and maintain insurance, at Your expense, with policy limits as required by Us, applicable law, Your landlord, and lender or otherwise. The policies must be written by an insurance company reasonably satisfactory to Us with a Best rating of "A-" or better and include the risks, amount of coverage and deductibles as stated below. We reserve the right to increase the minimum insurance requirements.

Bookkeeping and Records

You will establish and maintain a bookkeeping, accounting and record keeping system conforming to Our requirements, as may be periodically revised. You will submit periodic reports, forms and records as specified in the Franchise Agreement or the Manual or otherwise.

~~ITEM 13~~ – ITEM 9 - FRANCHISEE'S OBLIGATIONS

~~ITEM 15 –~~ ITEM 11 - FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, We are not required to provide You with any assistance.

A. Our Pre-Opening Obligations

Before You open Your Franchised Business, We will:

1. designate Your Territory, as further described in ITEM 12; (Franchise Agreement, Section 2.5), if You are a Developer, designate Your Development Territory, as further described in ITEM 12; (Development Agreement, Section 2.1 and Exhibit I)

2. coordinate with You and our then current approved Commercial Broker, CCIM / vendor to assist You in locating an appropriate location for Your business and negotiating Your commercial lease according to our requirements, which include protective provisions for You; (Franchise Agreement, Section 5.3)

You will continue selecting sites until We have approved the site to be the Approved Location for You; We jointly determine no sites are available, or until We select a site on Your behalf (Franchise Agreement, Section 5.1)

If You are a Developer, You must locate each of Your Franchised Businesses in the Development Territory, and for each, You must propose the specific sites for our consideration according to the process above. You are not solely responsible for locating and obtaining sites for Your Franchised Businesses in Your Development Territory that meet our standards and criteria and that are acceptable to Us, We will assist You in finding a suitable site; (Development Agreement, Sections 2.1 and 4.3)

Note: Neither We nor any of our employees have special expertise in selecting sites; We make no representations that Your Franchised Business will be profitable or successful by being located at the Approved Location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience;

3. review and approve Your lease or purchase agreement for the site for the Approved Location, including if applicable, discussions and assistance in obtaining the required Lease Rider for Your location; (Franchise Agreement, Section 5.3)

Note: Our review of Your lease or purchase agreement and any advice or recommendations We may offer is not a representation or guarantee by Us that You obtained the best deal for the lease, or that You will succeed at the leased or purchased premises;

4. provide You with a standard overview for the build-out, such as sample floor plans of the Franchised Business, if necessary, along with a list of suggested equipment that You might choose to purchase or lease and install; (Franchise Agreement, Section 5.4)

Note: Neither We nor any of our employees have special expertise in conforming the plans and specifications to Your local Territory. You will be solely responsible for ensuring that all local ordinances and building codes are followed and that You obtain all required permits if You choose, or are required to build-out;

5. provide an initial training program. This training is described in detail later in this ITEM; (Franchise Agreement, Section 8.1)

6. approve forms of advertising materials You will use for Local Advertising, Opening Advertising and any optional Advertising; (Franchise Agreement, Sections 11.1, 11.2 and 11.4)

7. maintain our websites located at www.axemonkeys.com and continue to promote Axe Monkeys™ Businesses through the Internet. We will prepare and maintain an interior page to our site promoting or giving information about Your Franchised Business (Franchise Agreement, Section 11.4)

8. maintain our Social Media sites and applications such as: Twitter, Facebook, LinkedIn and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes except those created by Us for Your use. Further, any representations from You, or Your employees regarding Your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for all costs including legal costs for any required fines or legal actions as a result of Your postings; (Franchise Agreement, Section 11.4)

9. provide You with modifications to the Manual as they are made available to Franchisees; (Franchise Agreement, Section 9.2)

10. provide You with modifications to the security and camera system procedures as needed; (Franchise Agreement, Section 9.2);

11. provide You administrative bookkeeping and accounting control procedures as needed; (Franchise Agreement, Sections 12.3 and 12.4) and

12. will treat all Franchisees equal. All services and support will be on a first come first served basis. You will enjoy a "favorite Franchisee" provision with Us. Large or multi-unit owners will not receive any special treatment by Us over single unit Franchisee. If We create or roll out new system programs, services or benefits, they will be immediately applicable to You and all other Franchisees in the Axe Monkeys System, after completion of a beta test market program, if applicable. All Franchise Agreements will contain this same provision. (Franchise Agreement, Sections 10.1)

D. Advertising and Promotion

1. All advertising and promotions must be approved in writing by Us in advance. We have thirty (30) days to approve the submission. If We do not approve the advertising or promotions You submit within thirty(30) days, they are deemed denied and You may not use them.

2. During every three (3) month (quarterly) period after the Franchised Business opens, You must spend at least 6% of Gross Sales or $15,000.00 whichever is greater on local advertising in an effort to assist You to maintain the minimum sales requirements. ("Local Advertising"). (Franchise Agreement, Section 11.1 and 12.5)

3. We have developed a Territory-wide National Advertising Fund that You will be required to contribute to ("National Advertising Fund"). We have set the exact percentage that You must contribute to at One~~Three~~ percent (1~~3~~%) and can go up to Three percent (3%) of the previous weeks Gross Sales beginning the date the franchised business is open to the public For the purposes of this section Your first week counted will be the week of Your Grand Opening.

created, dissolved or merged. We will require each Cooperative Advertising program to prepare periodic financial statements which are available for Your review which will delineate the amount each Franchisee will be required to contribute, which must be based upon a per location division, of a pro-rated portion of Gross Sales for the last three months split between all Franchisees in the program, and specifically not based on a per company / owner division. (Franchise Agreement, Section 11.3)

2. You must list the telephone number for the Franchised Business in Your local telephone white pages directory. If You choose to advertise Your Franchised Business in the "yellow pages" it must be in the category that We specify. You must place the listings together with other Axe Monkeys™ Businesses operating within the distribution area of the directories. You must also list Your business in or on Google Places, Facebook Ads, Print Ads, Radio Ads, and Bing and Google Adwords. All online or internet based requirements will be completed by our Marketing agency, You will be responsible for the costs associated with this online requirement. (Franchise Agreement, Section 11.5)

E. Computer/Software/Phone System

You must purchase, for use in Your Franchised Business, the computer systems, equipment, and systems We require in the Manual(s). You must acquire, install, and maintain all required items that We require, which may change from time to time, within 30 days of written notice. (Franchise Agreement, Section 12.6)

You must purchase, for use in Your Franchised Business at least one (1) computer(s) (placement will be discussed in the Manual(s)) with the specified software installed on them. We may require that You add additional, new or substitute software, replace or upgrade Your computer systems and equipment, and enter into maintenance agreements with third parties. You must acquire, install, and maintain all required anti-virus and anti-spyware software as designated by Us in addition to any email or internet usage policies that We require within 30 days of written notice. You are solely responsible for updating the manufacturer's software on each device and ensuring that each device is not running old versions of the software. (Franchise Agreement, Section 12.6)

There is currently only one approved point of sale system that You will use that satisfies our requirements. You must purchase the approved system through an approved supplier. You must purchase and install the FareHarbor, Axe Monkeys version which will include the software and hardware required to operate Your Franchised Business.

There is currently only one approved phone system that You will use that satisfies our requirements. You must purchase the approved system through Axe Throwing Inc. VOIP We reserve the right to act as collection agent for the phone system, and collect fees You owe. You must purchase and use only the authorized phone to operate Your Franchised Business. We estimate that the Axe Monkeys initial phone system will cost approximately $80 to $150 depending upon how many phones or phone lines You want.

There are other electronic components You must adhere to. You must play the approved playlist through www.AxeMonkeysRadio.com during regular business hours throughout Your franchised location, and You must use and maintain all camera systems as We specify in the Manual(s).~~You must use and maintain all camera systems as We specify in the Manual(s).~~

We have the right to independently access all information collected or compiled by or in accordance with Your use of the software or electronic components at any time without first notifying You. You must update or upgrade computer hardware or software as We deem necessary. (Franchise Agreement, Sections 12.6, and 12.7)

F. E-Problem Disclaimer

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that We or others supply will not be vulnerable to E-Problems. It is Your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that Your suppliers, third-party vendors, lenders, landlords, and governmental agencies on which You rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure Your systems (including firewalls, password protection and anti-virus systems) and to provide backup systems. (Franchise Agreement, Section 12.6)

G. Operations Manual

We will loan to You, during the term of the Franchise Agreement, one copy of the Set of Manuals containing reasonable and mandatory specifications, standards, operating procedures and rules prescribed by Us for Axe Monkeys™ Businesses and information relative to Your other obligations and the operation of a Axe Monkeys™ Business. You must maintain a current, updated copy of the Set of Manuals. If there are any disputes over the contents of the Manual, the terms of the master copy maintained at our headquarters will control. Our interpretations of the provisions of the Manuals are controlling, and You must abide by our interpretations. We will have the right to periodically add to and otherwise modify the Manuals to reflect changes in the specifications, standards, operating procedures and rules required by Us for Axe Monkeys™ Businesses, provided no addition or modification will materially change Your fundamental status and rights under the Franchise Agreement or require You to spend unreasonable additional capital investment. (Franchise Agreement, Article 9)

The Table of Contents for the Manuals, as of the date of this Disclosure Document are as follows:

~~AXE MONKEYS MANUALS~~	~~Page Count~~
~~_____~~	
~~_____~~	
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Manual	**Number of Pages**
Pre-Training Manual: Establishing Your Franchise Business	29
Operations Manual: Standards & Procedures	
Section A: Preface & Introduction	38
Section B: Personnel	48
Section C: Administrative Procedures	23
Section D: Daily Procedures	22
Post-Training Manual: Inventory & Vendors	9
Selling & Marketing Manual: How to Let the Public Know You are Open for Business	23
Total Number of Pages	**192**

We have a compilation of ~~One~~ Four (~~1~~4) Manual(s) and materials that total ~~6~~ 192 pages. Failure to follow the mandatory specifications, standards or operating procedures in the Manuals, as amended from time to time, may constitute a material breach of the Franchise Agreement. If such a material breach is not cured within sixty (60) days of receipt of the written notice from Us of default, We may terminate the Franchise Agreement. (Franchise Agreement, Section 16.2)

H. Training

You will complete Two levels of training, a pre-training text and the Initial Training text. You must complete the Pre-Training Program prior to coming to the Initial Training Program. Upon completion You will submit the test and other requested documents attached in the Preliminary Agreement notifying Us that You have completed the Pre-Training. You must successfully complete

the Initial Training program (which You became eligible for after You successfully passed and submitted the Preliminary Agreement. We will conduct an Initial Training program, either online or in person at our option, of approximately ~~____~~ 95-152 hour(s), that the Franchisee (which is You, if You are not a corporation or other business entity), and all Designated Manager(s), must attend and complete to our satisfaction. Although Initial Training is mandatory, You may bring additional trainees. Each additional trainee will be charged $500 per day, for the full ~~___ hour(s) of~~ training. Training will take place at our headquarters location, online, or at another location or locations We designate. The Initial Training program covers all material aspects of the operation of a Axe Monkeys™ Business, including such topics as: Axe Monkeys mission and principles, appearance and etiquette, safety, organization and maintenance of equipment and supplies; . All Trainees must complete initial training to our satisfaction. We expect Franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience. Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training. If You replace Your Designated Manager, Your new Designated Manager must attend our training program. We do not charge for Initial Training, however, You must pay for all travel costs and living expenses for all Your attendees. We reserve the right to charge You for the training of a new Designated Manager at the then daily rate. You are responsible for training Your own employees and other management personnel. This Initial Training is in addition to the on-the-job assistance We provide to You. (Franchise Agreement, Article 8)

TRAINING PROGRAM

Pre-Training

	Subject [1]	Hrs. of Class Room Training [1]	Hours of On-the-job Training	Location / Instructor(s) [3]
	Incorporating Business Entity	None	2	Your Franchised Business (working with our Home Office
	Business Checking	None	1	Your Franchised Business
	Federal Tax Id	None	2	Your Franchised Business
	Obtain Mailbox	None	1	Your Franchised Business
	Site Selection with our Real Estate Professionals	None	12	In Your Territory
	Initial Insurance Set Up	None	1	Your Franchised Business
	Merchant Account Set Up	None	1	Your Franchised Business
	Phone / Internet Service Set Up	None	2	Your Franchised Business
	Foundation of Axe Monkeys	None	2	Your Franchised Business
	Pre-Training Handbook	None	2	Your Franchised Business
	Test on 1st Day of Initial Training	None	1	Your Franchised Business
	Total Training Hours		27	

Initial Training – to be completed from 45 to 90 days prior to opening Your Axe Monkeys

	Subject [1]	Hrs. of Training [1]	Hours of On-the-job Training[1]	Location / Instructor(s) [3]
	Introduction	1	0	Our Las Vegas Franchisee Location
	Pre-Opening Procedures	4	2	Our Las Vegas Franchisee Location
	Financial Benchmarks / Proforma	2	0	Our Las Vegas Franchisee Location
	12 month Game Plan	1	4	Our Las Vegas Franchisee Location
	The Axe Monkeys Experience	8	4-8	Our Las Vegas Franchisee Location
	Venue Management & Safety Training	8	4-8	Our Las Vegas Franchisee Location
	Throwing Axes, Stars & Cards	1	2-10	Our Las Vegas Franchisee Location
	Franchise Management System	8	10-40	Our Las Vegas Franchisee Location
	Sales Training / POS	4	1-2	Our Las Vegas Franchisee Location
	Marketing	6	6-12	Our Las Vegas Franchisee Location
	Financial / Business Operations / Account Setup	8	4	Our Las Vegas Franchisee Location
	Staffing	2	0	Our Las Vegas Franchisee Location
	Memberships	1	2	Our Las Vegas Franchisee Location
	Accounting / Reporting	1	5	Our Las Vegas Franchisee Location
	Total Training Hours	55	40-97	

1 Length of time spent on a subject and nature of subjects taught may vary depending upon an individual's experience and ability.

2 Training may not be necessary for the full time frame. The numbers of hours listed in this section also include hours spent training on site at the Franchisee's Business.

3 Training may be provided by Dave Calhoun, ~~Cailey Bixman,~~ as well as other members of Franchisor's or a Franchisee trainer. The above listed persons' qualifications are included in Item 2.

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training. We may use Your location as a training facility upon notice. If We elect to use Your Franchised Business for training others, We will provide to You, instead of paying You, which is to be considered payment in full, for use of the facilities, the ability for You to enroll Your employees or contractors into the training class being taught by Franchisor free of all charges. There is no limit on the number of times during the Franchise Agreement that We can use Your Franchised Business.

The continued right of Your Territory does depend on Your Gross Sales volume. You must achieve at least Three Hundred Thousand ($300,000.00) in Gross Sales during the first 12 months you are in operation. We have the right to increase the minimum requirements at any time with notice. If You do not maintain the minimum Gross Sales standards it will be grounds for a Notice of Termination with 90 days right to cure. We cannot change the Territory without Your consent. (Franchise Agreement, Sections 2.5, 2.6 and 2.7)

You may not relocate the Franchised Business without Our prior written consent. If the lease for the Approved Location expires or terminates through no fault of You or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by both You and Us, We may allow You to relocate the Franchised Business. If We do You will owe a $1,500 relocation evaluation fee relocation evaluation fee payable to Us. Any such relocation will be at Your sole expense, and must follow the requirements of Section 5.8 of the Franchise Agreement including all timeframes. There may need to be modifications by Us, to reflect the new circumstances. We have the right to charge You for any costs incurred by Us in providing assistance to You, including, legal and accounting fees. Otherwise, We have no obligation to provide relocation assistance. If We do not approve of any relocation site, the Franchise Agreement and Territory would revert to Us.

~~ITEM 17 –~~ ITEM 13 - TRADEMARKS

Registrations and Applications

We grant our Franchisees the right to operate Axe Monkeys® Businesses under the name "Axe Monkeys Indoor Axe Throwing" which is the principal Mark used to identify our System. You may also use any other current or future Mark to operate Your Franchised Business that We designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By "Mark", We mean any trade name, trademark, service mark or logo used to identify Axe Monkeys® Businesses. As of the date of this Disclosure Document, ~~our Affiliate,~~ Axe Throwing Inc., LLC has filed the registration, and all required Affidavits for the following Marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	International Classification	Registration Number	Filing Date
Axe Monkeys Indoor Axe Throwing	008 041	Serial # 87/315,259 Reg. No. 5,363,038	January 26, 2017 December 26, 2017
~~Logo~~	008 021	Serial # 87/548,459	July 30, 2017

~~Our Affiliate,~~ Axe Throwing Inc., has granted Us a license to use and sublicense to use the above-mentioned Marks, dated March 1, 2018. The term of the license is for 99 years. The license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is

appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term "Marks" includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by Axe Throwing Inc.. that are used in connection with the System. This license agreement licensed to Us any future trademarks acquired by Axe Throwing Inc. as well. In the event that Axe Throwing Inc. terminates our Agreement with them, they must honor all Franchisees sublicense agreements, including the right to renew.

Proceedings

We know of no currently effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

Agreements

Except as stated above, there are no agreements currently in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the franchise.

Infringing Uses

We know of no infringing or prior superior uses that could materially affect the use of the Marks in this State or any other state in which the Franchised Business is to be located.

Your Rights and Obligations with Respect to the Proprietary Property Including the Proprietary Mark

All usage of the Marks by You and any goodwill established through Your use will exclusively benefit Us. You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of Your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by You is a breach of the Franchise Agreement and an infringement of Our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that We license to You after You sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

We will protect You against claims of infringement or unfair competition arising from Your use of any Marks provided (a) You immediately notify Us of any apparent infringement of, or challenge or claim to Your use of any Marks, (b) You are in complete compliance with Your Franchise Agreement; (c) You allow Us to take whatever action We deem appropriate in these situations. This means We have exclusive control over any settlement or proceeding concerning any Mark; and (d) You agree to be a witness in any legal, mediation, or arbitration proceeding on our behalf. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. ~~Bret hart is the best there is, best there was, and the best there ever will be~~ You may not communicate with any person other than Us and our counsel regarding any infringements, challenges or claims, however, You may communicate with Your own counsel at Your own expense.

~~Our Affiliate,~~ Axe Throwing Inc.., has granted Us a license, dated ~~June 1, 2015~~July 9, 2018, to use and sublicense for the use of its domain name www.axemonkeys.com. The term of the license is for 99 years; however, the license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach, You will have continued right to the proprietary information even if We are terminated.

We have the sole right to maintain Social Media sites and applications such as: Twitter, Facebook, Pinterest, LinkedIn, Yelp, Instagram, Snapchat and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. You and Your employees do not have the right to utilize any of the Trade Secrets and Confidential Information stated above, or the common law copyrighted materials including the guidelines, curriculums, classes, management and business training, community building mechanisms, vision statements, books, signage, promotional materials, Manual, training materials, Franchise Agreements, and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the Axe Monkeys™ Businesses on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or Your employees regarding Your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for indemnifying and reimbursing Us all legal, penalties, fines, and court costs associated with Your unauthorized representations.

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

~~ITEM 19 –~~ ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchised Business must always be under the direct supervision of a Designated Manager, which can be You. The Designated Manager, You, if You are an individual, or one of Your shareholders or partners, must devote their personal attention to the full time, minimum of forty (40) hours per week, day-to-day operation of the Franchised Business unless pre-approved in writing. At all times of operation, You may employ a Designated Manager responsible for running the Franchised Business on a full time basis. The Designated Manager must be the person You designate in writing (and approved by Us in writing) and have primary responsibility for managing the day-to-day affairs of the Franchised Business.

Unless We otherwise agree in writing, You must be one of the Trainees. You must keep Us informed of the identity of Your current Designated Manager. The Designated Manager must devote his or her best efforts to the management and operation of Your Axe Monkeys Franchise. After Your first year of operation, You may hire any Designated Manager acceptable to Us rather than be the Designated Manager but this will increase the cost of operation of Your Axe Monkeys Franchise and may impair results. Any replacement or additional Designated Managers that You hire must complete the Initial Training class before taking their position within Your Axe Monkeys Franchise, unless We otherwise agree in writing. You are responsible for the expenses of additional Training, including tuition, travel, lodging, meals and salary. All of Your employees must be legal citizens of the United

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 3 years after the termination or expiration of the Franchise Agreement, You, Your owners (and members of their families and collaterals) and Your officers, directors, executives or managers are prohibited from: owning or working for a Competitive Business operating within 25 miles of the Approved Location or within the Exclusive Territory (whichever is greater), and within 25 miles of any other Axe Monkeys™ Businesses; or soliciting or influencing any consumers, employees or business associates of ours, our Affiliate(s) or any other Franchisee to terminate or modify their business relationship with Us, our Affiliate(s) or any other Franchisee.
s. Modification of the agreement	Sections 9.2 and 22.6	The Franchise Agreement can be modified only by written agreement between You and Us. We may modify the Manual without Your consent if the modification does not materially alter Your fundamental rights.
t. Integration/merger clause	Section 22.6	~~Only the terms of the Franchise Agreement and requirements within the Manual are binding. Any other promises may not be enforceable.~~Only the terms of the Franchise Agreement are binding (subject to state law). Any promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by mediation	Section 23.7	We do require mediation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Travis County, Texas a minimum of 3 times before either party can file suit.
v. Choice of forum	Section 23.2	Claims for injunctive relief or specific performance may be brought by Us where You are located; where the Franchise Business is or was located; where our counsel is located; or where the claim arose. All litigation must be filed in Travis County, Texas.
w. Choice of law	Section 23.1	Texas law applies, unless voided by Your state (see State Addendums attached), except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

THE DEVELOPMENT AGREEMENT		
Provision	**Section In the Development Agreement**	**Summary**
t. Integration/merger clause	Sections 12.1 and 12.7	~~Only the terms of the Development Agreement are binding, although if there is a conflict between the Development Agreement and any Franchise Agreement, the terms of the Franchise Agreement control. Any representations or other promises made outside the Disclosure Document, the Franchise Agreement and the Development Agreement may not be enforceable.~~ Only the terms of the Franchise Agreement are binding (subject to state law). Any promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 13.7	We do not require Arbitration. We do however require multiple Mediation sessions prior to litigation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Williamson County, Texas.
v. Choice of forum	Section 13.2	Claims for injunctive relief or specific performance may be brought by Us where You are located.
w. Choice of law	Section 13.1	Texas law applies, unless superseded by Your state law, except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

~~ITEM 22 –~~ ITEM 18 - PUBLIC FIGURES

Anthony Cools is a Las Vegas headliner celebrity who performs hypnosis acts at the Paris Hotel and Casino in Las Vegas, Nevada. Mr. Cools appears in a certain number of our promotional material in which we advertise the services and experience of Axe Monkeys.

Subject to certain contractual limitations, Mr. Cools also makes personal promotional appearances on our behalf. We can use his name and photograph in certain printed advertisements promoting the "Axe Monkeys" name and products sold by Axe Monkey franchises. In addition, Axe Monkeys franchises are permitted to use, without payment of any special charges, certain materials bearing Mr. Cools name and photograph in local newspaper advertisements and circulars and on in-store display materials, and bearing his name and voice in radio spots.

Mr. Cools is also a partial owner and involved in the actual management and control of Axe Monkeys Las Vegas Franchised location. We utilize Mr. Cools for the purpose of promoting the sale of memberships. Mr. Cools not only authorized the advertising of the services and products sold by Axe Monkeys, but also for the sale of Axe Monkey franchises.

~~ITEM 23 –~~ 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.

~~Other than the following financial performance representation,~~ Axe Monkeys 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 at 1320 Arrow Point Drive, Cedar Park, TX 78613, or email at franchising@axemonkeys.com or telephone at 800-293-6665, the Federal Trade Commission, and the appropriate state regulatory agencies.

~~Note: There are additional operating expenses, overhead and salaries or personnel costs that are not included in the above partial Profit and Loss statement. We have chosen to omit these figures, because the amount of expense for these items inherently contains drastic variances depending upon the decision maker and Your geographical region.~~

~~Gross Sales will vary. In particular, the Gross Sales of Your Franchised Business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar businesses in Your area; (c) sales and marketing effectiveness based on market saturation; (d) Your product and service pricing; (e) vendor prices on materials, supplies, and inventory; (f) labor costs; (g) ability to generate clients; (h) client loyalty; and (i) employment conditions in the market. Any such factor may differ materially from those that may exist for a franchise offered to You.~~

~~Importantly, You should not consider the Gross Sales presented above to be the actual potential Gross Sales that You will realize. We do not represent that You can or will attain those or similar revenues or margins, or any particular level of Gross Sales. We do not represent that You will generate income, which exceeds the initial payment for, or investment in, Your franchise.~~

~~Based on all of the matters mentioned in this Item, We recommend that You make Your own independent investigation to determine whether or not the franchise may be profitable to You and worth the risk. You should use this information only as a reference in conducting Your analysis and in preparing Your own projected income statements and cash flow statements. We suggest strongly that You consult Your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that You may incur in owning and operating a franchised business.~~

~~CAUTION:~~

~~There is no assurance that Your Franchised Business will do as well as the projected office referenced in the above table. If You rely upon those figures, You do so at Your own risk of not doing~~

~~as well. Actual results may vary from business to business, and We cannot reasonably estimate the result of a particular business operation.~~

~~The success of Your franchise will depend largely upon Your individual abilities, Your use of these abilities, and Your market. The financial results of Your franchise operations are likely to differ, perhaps materially differ, from the results summarized in this Item 19.~~

~~Upon Your reasonable request, We will make available to You the substantiating data used in preparing the projected financial results presented.~~

~~ITEM 34 –~~ ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

Exhibit B provides a complete list of our Franchisees. If You buy this franchise, Your contact information may be disclosed to other buyers during and when You leave the franchise system. The following tables reflect the status of our Franchisees. None of the company-owned locations disclosed are owned by an affiliate. ~~Axe Monkeys Franchising, LLC is not owned by an affiliate.~~

Table No. 1
Systemwide Outlet Summary
For years 2015~~6~~-2017~~8~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	~~2016~~2015	0	0	0
	~~2017~~2016	0	0	0
	~~2018~~2017	0	0	0
Company-Owned	2015~~2016~~	~~2~~0	~~2~~0	0
	2016~~2017~~	~~2~~0	~~2~~1~~0~~1	~~0+1+1~~0
	2017~~2018~~	~~2~~1~~0~~1	~~0~~22	~~0+1~~0+1
Total Outlets	2015~~2016~~	0~~2~~	0~~2~~	0~~0~~
	2016~~2017~~	0~~2~~	1~~2~~	+1~~0~~
	2017~~2018~~	1~~2~~	2~~2~~	+1~~0~~

*Note: The Total number of Franchisees, including any Franchisees signed this fiscal year up to the issuance date on this FDD, are listed in Exhibit B attached.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2015~~6~~-2017~~8~~

State	Year	Number of Transfers
N/A	2015~~2016~~	0
	2016~~2017~~	0
	2017~~2018~~	0
Total Transfers	2015~~2016~~	0
	2016~~2017~~	0
	2017~~2018~~	0

The numbers in the "Total" column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

Table No. 3
Status of Franchised Outlets
For years 2015~~6~~-2017~~8~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
N/A	2015 ~~2016~~	0	0	0	0	0	0	0
	2016 ~~2017~~	0	0	0	0	0	0	0
	2017 ~~2018~~	0	0	0	0	0	0	0
Totals	2015 ~~2016~~	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2016 ~~2017~~	**0**	**0**	**0**	**0**	**0**	**0**	**0**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2017 ~~2018~~	**0**	**0**	**0**	**0**	**0**	**0**	**0**

*Note: ~~Johnny Cash is a better singer than Elvis Presley.~~ The Total number of Franchisees including any Franchisee's signed through the issuance date of this FDD is listed in Exhibit B attached.

Table No. 4
Status of Company-Owned Outlets
For years 2016-2018

State/Province ~~State~~	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
B.C.	2015~~2016~~	~~2~~0	0	0	0	0	~~2~~0
	2016~~2017~~	~~2~~0	~~0~~1	0	0	0	~~2~~1
	2017~~2018~~	~~2~~1	0	0	0	0	~~2~~1
NV	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	1~~2~~	0	0	0	0	1~~2~~
Totals	2015~~2~~	0~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~2~~
	2016~~2~~	0~~2~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	2017~~2~~	~~2~~1	~~0~~1	0	0	0	2

Table No. 5
Projected Openings as of 2019

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
~~0~~IL	0	~~0~~20	0

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
~~0~~CA	0	~~02~~1	0
~~0~~NV	0	~~02~~0	0
Total	**0**	**~~16~~**	**0**

List of Current Franchisees

A list of all Axe Monkeys Franchisees and the addresses of their Franchise Business is attached to this Disclosure Document as Exhibit B.

List of Terminated or Cancelled Franchisees

A list of all Terminated or Cancelled Axe Monkeys Franchisees and the addresses of their Franchise Business is attached to this Disclosure Document as Exhibit B.

Additional Franchisee Information

If You buy this franchise, Your contact information may be disclosed to other buyers during and when You leave the franchise system as required by law.

During our last three fiscal years, We have not signed any confidentiality clauses with current or Former Franchisees which would restrict their ability to speak openly with You about their experience with Us. We are not aware of any trade-specific Franchisee organizations associated with the System and no Independent Franchisee organizations have asked to be included in this Disclosure Document.

~~ITEM 35 –~~ ITEM 21 - FINANCIAL STATEMENTS

Since We have not been in business for 3 years or more, We cannot include all financial statements required in Instructions 1(i) and (ii) of this Item 21. However, We comply with this Item by

supplying (i) our ~~un~~audited opening financial statements which are attached as Exhibit A. Our fiscal year ends December 31st.

~~ITEM 36 –~~ ITEM 22 - CONTRACTS

The following Agreements are attached to this Disclosure Document as Exhibits:

Confidentiality Agreement	Exhibit C
Preliminary Agreement	Exhibit D
Franchise Agreement	Exhibit E
Area Development Agreement	Exhibit F

There are no other contracts or agreements provided by Axe Monkeys to be signed by You.

~~ITEM 37 –~~ ITEM 23 - RECEIPT

In accordance with the Trade Regulation Rule of the Federal Trade Commission titled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures", a Receipt by the Prospective Franchisee is attached as Exhibit I, located on the last two pages of this Disclosure Document.

You should sign and date both copies of the receipt as of the date You received this Disclosure Document.

Keep one copy for Your records and return the other signed copy to Us.

[The rest of this page was intentionally left blank]

EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT
AXE MONKEYS FRANCHISING, LLC
FINANCIAL STATEMENTS

The following financial statements are attached:

1. Our Opening audited Statement of Operations for February 1, 2018 to March 31, 2018;
2. Our audited Balance Sheet as of March 31, 2018;
3. Our audited Changes in Member's Equity statement from February 1, 2018 to March 31, 2018;
4. Our audited Statement of Cash Flows from February 1, 2018 to March 31, 2018;
5. Our unaudited Balance Sheet as of March 31, 2018; and
6. Our unaudited

~~Our Opening Audit as of March 31, 2018.~~Unaudited Profit & Loss Statement ~~February 20, 2018 to March 24, 2018~~~~through June 15, 2014.~~

Note:

Where indicated the attached Financial Statements have been prepared without an Audit. Prospective Franchisees or Sellers of Franchises should be advised that no independent Certified Public Accountant has audited these figures or expressed an opinion with regard to their content or form.

~~Our Unaudited Balance Sheet as of March 24, 2018.~~

AXE MONKEYS FRANCHISING, LLC

FINANCIAL REPORT

AS OF MARCH 31, 2018

FUN FIELDS FRANCHISING, LLC

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REESE
CPA LLC

Independent Auditor's Report

To the Members
Axe Monkeys Franchising, LLC
Cedar Park, Texas

Report on the Financial Statements

We have audited the accompanying balance sheet of Axe Monkeys Franchising, LLC as of March 31, 2018 and the related statement of operations, members' equity and cash flows for the period from February 1, 2018 (Inception) through March 31, 2018.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Axe Monkeys Franchising, LLC as of March 31, 2018 and the results of their operations and their cash flows for the period from February 1, 2018 (Inception) through March 31, 2018 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Castle Rock, Colorado
May 8, 2018

1135 Kittery Street • Castle Rock • CO • 80104
Office: (303) 999-6485 • Fax (303) 374-2328

AXE MONKEYS FRANCHISING, LLC
BALANCE SHEET
AS OF MARCH 31, 2018

ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$	-
TOTAL CURRENT ASSETS		-
INTANGIBLE ASSETS, NET		15,500
TOTAL ASSETS	$	15,500
LIABILITIES AND MEMBERS' EQUITY:		
CURRENT LIABILITIES	$	-
LONG-TERM LIABILITIES		-
TOTAL LIABILITIES		-
MEMBERS' EQUITY		15,500
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	15,500

The accompanying notes are an integral part of these financial statements.

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AXE MONKEYS FRANCHISING, LLC
STATEMENT OF OPERATIONS
FOR PERIOD FROM FEBRUARY 1, 2018 (INCEPTION) THROUGH MARCH 31, 2018

REVENUES	$	-
OPERATING EXPENSES		
General and Administrative		-
TOTAL OPERATING EXPENSES		-
OPERATING (LOSS)		-
OTHER INCOME (EXPENSE)		-
NET (LOSS)	$	-

The accompanying notes are an integral part of these financial statements.

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AXE MONKEYS FRANCHISING, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR PERIOD FROM FEBRUARY 1, 2018 (INCEPTION) THROUGH MARCH 31, 2018

	Member Contributions	Member Distributions	Retained (Deficit)	Total MEMBERS' Equity
INCEPTION, FEBRUARY 1, 2018	$ -	$ -	$ -	$ -
Member Contributions	15,500	-	-	15,500
Net (loss)	-	-	-	-
BALANCE, MARCH 31, 2018	$ 15,500	$ -	$ -	$ 15,500

The accompanying notes are an integral part of these financial statements.

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AXE MONKEYS FRANCHISING, LLC
STATEMENT OF CASH FLOWS
FOR PERIOD FROM FEBRUARY 1, 2018 (INCEPTION) THROUGH MARCH 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES		
Net (Loss)	$	-
Net cash (used in) operating activities		-
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of intangible assets		(15,500)
Net cash (used in) investing activities		(15,500)
CASH FLOWS FROM FINANCING ACTIVITIES		
Member contributions		15,500
Net cash provided by financing activities		15,500
NET INCREASE IN CASH		-
CASH, FEBRUARY 1, 2018		-
CASH, MARCH 31, 2018	$	-
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$	-
Cash paid for taxes	$	-

The accompanying notes are an integral part of these financial statements.

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AXE MONKEYS FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Axe Monkeys Franchising, LLC ("the Company" or "Axe Monkeys") was formed on February 1, 2018, (Inception) in the State of Texas as a limited liability company. The Company offers franchises to qualified persons or business entities for the right to conduct a business of recreational and competitive activity of throwing axes, spears, knives, and much more under the "Axe Monkeys Indoor Axe Throwing"™ mark. Each "Franchised Business" operates in a designated territory.

The Company has one affiliate. Axe Throwing, Inc. ("IP Holder") was formed on June 9, 2016 in the State of Nevada as a corporation. Axe Throwing, Inc is the holder of the Company's intellectual property and has licensed it to the Company to use and to sublicense to the Company's franchisees.

The IP Holder owns and operates two Axe Monkeys locations in Kelowna, British Columbia and Las Vegas, Nevada, and are also in the process of finalizing the process to become franchised locations. These locations are operated as the franchise systems prototype business's.

A summary of significant accounting policies follows:

Development Stage Operations

The Company's planned franchising activities, as previously described, have not yet commenced. Since its inception the Company has not sold any franchises, and has not earned any revenue. Expenses incurred have been related to the development of the franchise offering. The Company's activities are subject to significant risks and uncertainties, including failing to secure additional capital to fund operations until the Company achieves break-even operational status.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of March 31, 2018

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company did not have any accounts receivable or allowance for doubtful accounts as of March 31, 2018, and did not charge-off any accounts receivable during the period from February 1, 2018 (Inception) through March 31, 2018.

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NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years). The Company has no property and equipment as of March 31, 2018.

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as intellectual property) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives (such as franchise development costs) are amortized over their estimated useful lives.

The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Franchise development costs are amortized using the straight-line method over a period of ten years. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

The Company had purchased $15.500 of intangible assets as of March 31, 2018. No amortization of intangible assets has occurred as the Company has not yet sold any franchises. Once a franchise has been sold amortization of these costs will be $1,550 per year.

Income Taxes

The member of the Company has elected to be taxed as a Partnership under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its member and no provisions for federal or state franchise taxes has been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's member. The Company's evaluation was performed for the period from February 1, 2018 (Inception) through March 31, 2018 for U.S. Federal Income Tax.

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NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

When an Axe Monkeys franchise is sold, the Company agrees to provide certain services to the franchisee. Initial franchise fees will be recognized as revenue when the material services and conditions required to be performed by the Company have been completed. Initial franchise fees collected by the Company before the material services and conditions are complete will be recorded as deferred franchise sales revenue. The Company had no franchise sales during the period from February 1, 2018 (Inception) through March 31, 2018.

Revenues from continuing royalties are between 5.0% and 6.0% of annual gross revenues depending on sales volume subject to minimum royalties as defined in the franchise agreement. These royalties are billed and collected weekly and are recognized as revenue by the Company when due and billed. The Company had no revenues from continuing royalties from franchisee's during the period from February 1, 2018 (Inception) through March 31, 2018.

National Advertising Fund

National advertising contributions are collected to develop, produce and place advertising, marketing, promotional and public relations materials and programs for the benefit of the franchisees. The fund contribution is collected weekly and is 3% of gross revenues subject to minimum contributions as defined in the franchise agreement. The Company collected no advertising fund contributions during the period from February 1, 2018 (Inception) through March 31, 2018.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense period from February 1, 2018 (Inception) through March 31, 2018 was $0.

Fair Value of Financial Instruments

For the Company's financial instruments which consist of cash and cash equivalents the carrying amounts approximate fair value due to their short maturities.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

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NOTE 2 – SUMMARY OF FRANCHISE ACTIVITY

Changes in the number of franchise and affiliate owned Outlets for the period from February 1, 2018 (Inception) to March 31, 2018 consist of the following:

	Current Period
Outlets in operation, beginning	2
Outlets opened	-
Outlets terminated or closed	-
Outlets in operation, ending	2
Franchised Outlets	-
Affiliate IP Holder owned Outlets (Franchise Agreements out for signature)	2

NOTE 3 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 4 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through May 8, 2018, the date on which the financial statements were available to be issued.

~~**Note:**~~

~~**Where indicated the attached Financial Statements have been prepared without an Audit. Prospective Franchisees or Sellers of Franchises should be advised that no independent Certified**~~

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Public Accountant has audited these figures or expressed an opinion with regard to their content or form.

AXE MONKEYS FRANCHISING PROFIT & LOSS STATEMENT
INCEPTION THROUGH JUNE 15, 2014FEBRUARY 20, 2018 TO MARCH 24, 2018

THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM

AXE MONKEYS FRANCHISE

INCOME STATEMENT
February 20, 2018 to March 24, 2018

'REVENUE	
Sales	0
'TOTAL REVENUE	0
'EXPENSE	
'General & Administrative Expenses	
'Accounting & Legal	$ 15,500.00
'Interest & Bank Charges	$ 85.58
'Total General & Admin. Expenses	$ 15,585.58

'TOTAL EXPENSE	$ 15,585.58
'NET INCOME	$(15,585.58)

AXE MONKEYS FRANCHISING BALANCE SHEET
AS OF MARCH 24, 2018

THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM

AXE MONKEYS FRANCHISE
BALANCE SHEET
AS OF March 24, 2018

ASSET

Current Assets		
Bank	$ 19.84	
Accounts Receivable		
	-	
Total Current Assets	$ 19.84	
LIABILTY		
Current Liabilities		
Accounts Payable		0
	-	
Current Liabilities		0
Long Term Liabilities		
Jarratt Bildeau - Franchise	$ 1,550.00	
Beacon Consulting - Franchise	$ 775.00	
Dave Calhoun - Franchise	$ 4,650.00	
RCDR - Franchise	$ 3,875.00	
Cools Entertainment - Franchise	$ 4,650.00	
	-	
Total Long Term Liabilities	$ 15,500.00	
Current Earnings	$ -	
Total Equity	$ -	

AXE MONKEYS FRANCHISING PROFIT & LOSS STATEMENT
APRIL 1, 2018 TO SEPTEMBER 30, 2018

THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM

AXE MONKEYS FRANCHISE

INCOME STATEMENT
April 1 - September 30, 2018

'REVENUE	
Sales	0
'TOTAL REVENUE	0
'EXPENSE	
'General & Administrative Expenses	
'Accounting & Legal	$ 27,864.14
Advertising	$ 3,179.86
Promotion - Premier Franchise	$ 6,000.00
'Interest & Bank Charges	$ -
'Total General & Admin. Expenses	$ 37,044.00
'TOTAL EXPENSE	$ 37,044.00
'NET INCOME	$(37,044.00)

AXE MONKEYS FRANCHISING BALANCE SHEET
AS OF SEPTEMBER 30, 2018

THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM

AXE MONKEYS FRANCHISE

BALANCE SHEET	**AS OF SEPTEMBER 30, 2018**	
ASSET		
Current Assets		
Bank	$ -	
Accounts Receivable	$ -	
Total Current Assets	$ -	
LIABILTY		
Current Liabilities		
Accounts Payable		0
Due to fr Axe Monkeys Vegas	$ 37,044.00	
Current Liabilities	$ 37,044.00	
Long Term Liabilities		
Jarratt Bildeau - Franchise	$ 1,550.00	
Beacon Consulting - Franchise	$ 775.00	
Dave Calhoun - Franchise	$ 4,650.00	
RCDR - Franchise	$ 3,875.00	
Cools Entertainment - Franchise	$ 4,650.00	
Total Long Term Liabilities	$ 15,500.00	
Current Earnings	$ (52,544.00)	
Total Equity	$ -	

EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT
AXE MONKEYS FRANCHISING, LLC
LIST OF FRANCHISE LOCATIONS

(a) Operational Developers and Franchisees.
The following are the names, addresses and telephone numbers of all Franchisees and Area Developers as of the date of this FDD who have paid and are operational:
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	**Contact**	**Address**	**City, ST Zip**	**Phone**
None to be disclosed at this time				

~~(a) Operational Developers and Franchisees.~~
~~The following are the names, addresses and telephone numbers of all Axe Monkeys Franchisees as of the date of this Franchise Disclosure Document who have paid and are operational:~~
~~*Note: FA = Franchise Agreement and The number indicated is the number of franchise businesses purchased.*~~

~~**Company Name**~~	~~**Contact**~~	~~**Address**~~	~~**City, ST Zip**~~	~~**Phone**~~
~~**STATE**~~	~~-~~	~~-~~	~~-~~	~~-~~

(b) Area Development Agreements or Franchise Agreements **sent but not yet** Executed nor Operational. The Following are the names, addresses and telephone numbers of Area Developers and Franchisees as of the date of this FDD, who are not yet operational or have not signed, but who has requested Agreements.
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	**Contact**	**Address**	**City, ST Zip**	**Phone**
None to be disclosed at this time				

~~(b) Preliminary Agreements or Franchise Agreements **sent but not yet** Executed nor Operational. The Following are the names, addresses and telephone numbers of Axe Monkeys Area Developers and Franchisees as of the date of this Franchise Disclosure Document who are not yet operational or have not signed, but who have requested Agreements.~~

~~**Company Name**~~	~~**Contact**~~	~~**Address**~~	~~**City, ST Zip**~~	~~**Phone**~~
~~**STATE**~~	~~-~~	~~-~~	~~-~~	~~-~~

(c) Former Developers and Franchisees.
The following are the names, last known home addresses and home telephone numbers of all Master Franchisees and franchisees that have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Master Franchise Agreement as of the date of this FDD *Note: FA / ADA = Franchise Agreement / Area Development Agreement.*
The number indicated is the number of franchise businesses purchased.

Company Name	**Contact**	**Address**	**City, ST Zip**	**Phone**
None to be disclosed at this time				

~~(c) Former Developers and Franchisees.~~
~~The following are the names, last known home addresses and home telephone numbers of all Area Developers and Franchisees that have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement as of the date of this Franchise Disclosure Document *Note: FA / ADA = Franchise Agreement / Area Development Agreement.*~~
~~The number indicated is the number of franchise businesses purchased.~~

~~**Company Name**~~	~~**Contact**~~	~~**Address**~~	~~**City, ST Zip**~~	~~**Phone**~~
~~None to be disclosed at this time.~~				

EXHIBIT C
TO FRANCHISE DISCLOSURE DOCUMENT
AXE MONKEYS FRANCHISING, LLC
CONFIDENTIALITY AGREEMENT

_____~~[Replace with Franchisor Servicemark]~~

By and Between

AXE MONKEYS FRANCHISING, LLC
FRANCHISOR

AND

_____, PROSPECT

FRANCHISE AGREEMENT
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Monkeys location, except for the chain link fencing. It also includes the opening inventory of logoed shirts and hats.

"Marketing Fund", shall have the same meaning as National Advertising Fund;

"Marketing Fund Contributions", shall have the same meaning as National Advertising Fund Contributions;

"Marks" means the trademark "Axe Monkeys" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, patents and other commercial symbols as Franchisor may designate to be used in connection with Axe Monkeys™ Businesses, whether or not registered or recognized by the U.S. Patent and Trademark Office, or any other Agency no matter where located. Registered Marks are shown on Exhibit 6 attached hereto;

"Minimum Sales Volume" means Franchisee's minimum annual Gross Sales, pursuant to the terms in Section 2.7;

"Money Flow" is utilized to describe how the Franchisee gets paid and pays its fees under this Agreement;

"National Advertising Fund" means the collective fund supplied by the National Advertising Fund Contributions by all Franchisees which allows the Franchisor to establish and administer national marketing, pursuant to the terms in Section 11.3, shall have the same meaning as the term Marketing Fund and each may be interchanged throughout this Agreement;

"National Advertising Fund Contribution" means paying Franchisor One~~Three~~ percent (1~~3~~%), following the date the franchised business is open to the public, billed and collected by ACH from the Electronic Depository Transfer Account, for the previous week ending the last full day of the preceding week, which will be credited to the collective Franchisee Marketing Fund, pursuant to the terms in Section 3.3. often referred to as Marketing Fund Contributions;

"Opening Advertising" has the meaning given to such term in Section 11.1;

"Royalty Fee" means paying Franchisor Six percent (6%) of gross sales , by ACH from the Electronic Depository Transfer Account every Tuesday, for the previous week ending the previous reporting period, pursuant to the terms in Section 3.2;

"Social Media" means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phone or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media),Open Diary (blogging) and other microblogs such as Twitter and Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

and paying the Renewal fee equal to Ten Thousand Dollars ($10,000.00) of the then current Initial Fee. Franchisee's right to a successor franchise is limited to one (1) successive term of 10 years ("Renewal Term"). ~~Bret Hart is the best there is, the best there was, and the best there ever will be.~~ To qualify for a successor franchise, each of the following conditions must have been fulfilled and remain true as of the last day of the term of this Agreement:

i. Franchisee shall give Franchisor written notice of such election to renew not less than Nine (9) months prior to the end of the Initial Term;

ii. Franchisee shall schedule to attend a refresher training and certification course with Franchisor at Franchisor's next available training;

iii. At least ninety (90) days prior to the expiration of the Initial Term, Franchisor shall have the right to inspect the Location and give notice of all required maintenance, refurbishing, renovating, and remodeling and Franchisee shall agree to complete at its expense and to Franchisor's satisfaction, all maintenance, refurbishing, renovating, and remodeling required by Franchisor's notice no later than thirty (30) days after expiration of the Initial Term;

iv. Franchisee shall not be in material default of any provision of this Agreement, or any amendment hereof, or any Agreement Franchisee has with Franchisor, and shall at all times have substantially complied with all the terms and conditions of this Agreement during the term hereof or fully cured all Noticed Default(s);

v. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met such obligations throughout the Initial Term;

vi. Not less than thirty (30) days prior to the expiration of the Initial Term, Franchisee shall execute the then-current form of Franchise Agreement being used by Franchisor, which may have terms that are materially different than the terms of the then-current Franchise Agreement;

vii. Franchisee shall comply with Franchisor's then-current criteria for operation of a Franchise Business;

viii. Franchisee shall submit themselves and any Designated Manager(s) to drug tests and background checks, and submit the results to Franchisor for recordkeeping prior to the natural end of the Initial Term;

ix. Both parties shall execute a general release of all claims against each other which accrued or may have accrued during the Term, whether or not such claim had yet been discovered by the parties; and

x. Franchisee shall present evidence satisfactory to Franchisor that it has the right to remain in possession of the Location, has valid Licenses, or certifications as applicable, passed new Background Checks, as required, or another suitable location or licensure needs approved by Franchisor according to its then-current criteria for the duration of the Option Term;

the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of One 1 or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement. Franchisee will be charged Five hundred ($500.00) for each Replacement copy of the Manual(s).

Section 9.2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

Franchisee agrees that, because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any Franchisee.

Section 9.3 Confidentiality

The Manual contains Trade Secrets and other Confidential Information of Franchisor, its Affiliate(s), Axe Throwing Inc.~~,~~ and approved vendors, and its contents shall be kept confidential by Franchisee and all Covered Persons both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. Whether the Manual is in paper form or stored on computer-readable media, or both, Franchisee shall maintain the Manual in a secure manner at the Approved Location. If the Manual is in electronic form, Franchisee shall maintain the Manual in a password file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual. All persons whom Franchisee permits to have access to the Manuals or any other Confidential Information must first be required by Franchisee to sign the Confidentiality Agreement provided by Franchisor. Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

ARTICLE 10 - FRANCHISE SYSTEM

Section 10.1 Uniformity

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

Franchisee must strictly enforce the Axe Monkeys Culture and individual appearance requirements and dress code requirements with all employees and independent contractors that

hereby. Therefore, Franchisee shall endeavor to maintain and require from its employees and contracted personnel, if applicable, high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. Franchisee shall immediately resolve any customer complaints regarding the quality of service of the Franchised Business or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use his/her best efforts to resolve the customer complaints as soon as practicable and shall, whenever feasible, give the customer the benefit of the doubt. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if Franchisor, in its sole discretion, believes that Franchisee has failed to adequately address or resolve any customer complaints, Franchisor may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover Franchisor's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay to Franchisor immediately on demand. Franchisor has the right to terminate this Agreement for violation of this Section.

Franchisee shall, in all dealings with the customers, suppliers, Franchisor and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which may be injurious to Franchisor's business and the goodwill associated with the Proprietary Marks and other Axe Monkeys Businesses. Franchisee and Franchisee's employees shall be required to adhere to all aspects of this Section. Failure to adhere to this section shall result in a default of this Agreement.

Franchisee and Franchisee's owners agree to comply, and to assist Franchisor to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and Franchisee's owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and Franchisee's owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT ACT, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's owners, or any blocking of Franchisee or Franchisee owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 17.2 below.

Section 13.9 Uniforms

Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise. Failure to wear such designated uniforms shall cause Us to provide Franchisee notice of violations of our systems and procedures and which could, in turn, lead to a notice of termination of this Agreement.

Section 13.10 Credit Cards

Franchisee shall honor all credit cards approved by Franchisor. Franchisee must obtain the prior written consent of Franchisor prior to honoring any previously unapproved credit cards or other credit devices. Franchisee shall keep all communication connections and access to financial and credit card information secure in a manner which is in compliance with all legal requirements and security requirements or issuing credit card companies. Franchisee shall at all times comply with all payment card industry data security standards laws and regulations including any laws applicable to abandoned property and escheat and shall hold Franchisor harmless from any and all claims and liabilities. ~~Bret hart is the best there is, best there was, and the best there ever will be~~

to refuse this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor, its Affiliates and Franchisees in operating Axe Monkeys™ Businesses.

Franchisee generally has the right to establish prices for the items and services sold within the Franchised Business. Franchisor does have the authority to modify the items and services or system to give Franchisor the right to establish minimum and maximum prices. Any such modification will be in writing. Unless Franchisor modifies the item and services or system, any list or pricing structure furnished to Franchisee is a recommendation only.

Section 14.2 Periodic Visits

Franchisor or Franchisor's representative may make periodic visits, which may be in person, electronic or telephonic, which may be announced or unannounced, to the Franchised Business for the purposes of observation, consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of either or both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report shall be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor, and within the time period required by Franchisor, with time being of the essence.

Franchisor or Franchisor's representative will periodically, not less than quarterly, advise and offer general guidance to Franchisee by telephone, email, webinars, facsimile, newsletters, or other methods deemed appropriate by Franchisor. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining consumers, communication of new developments, or improvements to the system, or additions in curriculum, software, supplies, or marketing and sales strategies.

Section 14.3 System Improvements

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

Section 14.4 Marketing and Promotional Materials

Franchisor may periodically provide, through the Internet site www.axemonkeys.com or other medium, advertising and promotional materials including ad-slicks, brochures, fliers, menus and other materials in a variety of forms and formats to Franchisee for use in the operation of the Franchised Business.

ARTICLE 15 - INSURANCE

Section 15.1 Types and Amounts of Coverage

If applicable and at its sole expense, Franchisee shall procure within thirty (30) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as additional insured's or loss payees and shall contain a waiver of all subrogation rights

against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

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

ii. Workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of THREE MILLION DOLLARS ($3,000,000) per occurrence and a THREE MILLION DOLLARS ($3,000,000) aggregate or, if higher, the statutory minimum limit as required by state law.

iii. comprehensive general liability insurance, including product liability coverage against claims for bodily and personal injury, advertising injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence with a TWO MILLION DOLLARS ($2,000,000.00) General aggregate or, if higher, the statutory minimum limit required by state law;

iv. business interruption insurance in amounts and with terms acceptable to Franchisor;

v. products / completed operations aggregate insurance that complies with the statutory requirements of the state in which the Franchised Business is located with a minimum limit of FIVE MILLION DOLLARS ($5,000,000.00) aggregate or, if higher, the statutory minimum as required by state law;

vi. automobile liability insurance for owned or hired vehicles, with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000.00) or, if higher, the statutory minimum limit required by state law plus TWO MILLION DOLLARS ($2,000,000.00) in the aggregate;

vii. such insurance as necessary to provide coverage under the contractual indemnity provisions set forth in Section 6.4 and 21.3;

viii. $10,000 each for Medical expenses and Employment practice liability.

ix. a general aggregate business liability with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law; and

an umbrella policy which applies to Sections 6.4, 15.1 and 21.3 with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate.~~If applicable and at its sole expense, Franchisee shall procure within thirty (30) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as additional insured's or loss payees and shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:~~

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

~~Workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of THREE MILLION DOLLARS ($3,000,000) per occurrence and a THREE MILLION DOLLARS ($3,000,000) aggregate or, if higher, the statutory minimum limit as required by state law.~~

~~(find the Word version of the questionnaire client completed, and copy, cut and paste the insurance section into this document)~~

Section 15.2 Future Increases

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

Section 15.3 Additional Insured; Certificates of Coverage

All insurance policies procured and maintained by Franchisee pursuant to this Agreement shall (a) name Franchisor as an additional insured; (b) waive any right to assert a claim back against Franchisor; and (c) undertake to notify Franchisor thirty (30) days in advance of any cancellation or material change in the policy. Franchisee must provide Franchisor with certificates of coverage at least annually. If Franchisee fails to provide the certificate of insurance, Franchisor (in addition to all other rights and remedies) may purchase such insurance in the name of and on behalf of Franchisee, and Franchisee shall immediately reimburse Franchisor's expenses and premiums paid to obtain such insurance.

Section 15.4 Carrier Standards

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

Insofar and to the extent that this Section may be effective without invalidating it or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the state where Franchisee's Axe Monkeys business is located (even though an extra premium may result), both parties agree that, for any loss that is covered by insurance then being carried by them, their respective insurance companies have no right of subrogation against the other.

Section 15.5 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 6.4 and 21.3. Franchisee shall provide annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or

dealings between Franchisee and such individuals as a result of this Agreement, are solely between Franchisee and Franchisor. Franchisee further represents to Franchisor, as an inducement to Franchisor's entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the Franchised Business.

Section 24.2 Consultation by Franchisee

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

Section 24.3 True and Accurate Information

If the Franchisee is a Corporation, Limited Liability Company or a general or limited partnership, Franchisee warrants and represents that Franchisee is duly organized, validly existing and in good standing under the laws of the state of organizations, and that Franchisee has the power to sign deliver and carry out this Agreement. ~~Johnny Cash is a better singer than Elvis Presley.~~ The undersigned has taken all necessary action for proper authorization and will supply a true and accurate copy of that authorization with the Franchise Agreement. Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Franchisee agrees that, under federal and state franchise laws and other applicable laws, Franchisor may be required to disclose Franchisee's name, home address and telephone number and Franchisee's owners consent to the disclosure of their names, home addresses and telephone numbers. Franchisee must notify Franchisor of any change in Franchisee's name, home address and telephone number within ten (10) days of the change. Franchisee releases Franchisor and its officers, directors, stockholders, agents and legal successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands, in law or in equity, or Franchisee ever had, now have, or that Franchisee later may have, from Franchisor's disclosure of your name, home address and telephone number.

Section 24.4 Risk

Franchisee represents it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in an Axe Monkeys ™ Business involves business risks and the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby. In addition, Franchisor makes no warranty as to Franchisees ability to operate the Axe Monkeys Business in the jurisdiction where Franchisee's Axe Monkeys franchise is to be operated. It is Franchisee's obligation to seek or obtain advice of counsel specifically on this issue. If legislation enacted by, or regulation of, any governmental body prevents Franchisee from operating an Axe Monkeys Business, the Franchisor is not liable for damages, nor required to indemnify Franchisee or to return any monies received from Franchisee.

Section 24.5 No Guarantee of Success

Franchisee represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges there have been no representations by Franchisor's directors, managers,

EXHIBIT 6
TO THE FRANCHISE AGREEMENT
MARKS

Franchisee has the right to operate a Franchised Business exclusively under the trade name and service mark "Axe Monkeys" and under any other trade names, trademarks, service marks, logotypes, or other commercial symbols, and patents (the "Marks") currently authorized for use or that Axe Monkeys Franchising may later authorize for use in the operation of franchised businesses under the System. ~~Franchisor's Affiliate~~ Axe Throwing Inc.. is the sole and exclusive owner and licensor of all right, title, and interest in the Marks. The following Mark(s) are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"). All necessary renewal applications have been filed with respect to the following Mark:

Mark	International Classification	Registration Number	Filing Date
Axe Monkeys Indoor Axe Throwing	008 041	Serial # 87/315,259 Reg. No. 5,363,038	January 26, 2017 December 26, 2017
Logo	008 021	Serial # 87/548,459	July 30, 2017

~~Our Affiliate,~~ Axe Throwing Inc~~.,~~ has granted Us a license to use and sublicense to use the above-mentioned Marks, dated ~~June 1, 2015~~July 9, 2018. The term of the license is for 99 years. The license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term "Marks" includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted ~~by our affiliate~~ that are used in connection with the System. This license agreement licensed to Us any future trademarks acquired ~~by our affiliate~~ as well. In the event that Axe Throwing Inc. terminates our Agreement with them, they must honor all Franchisees sublicense agreements, including the right to renew.

Franchisor, as licensee to all right, title and interest to the Marks, except as described above, claims common law rights to the Marks and trade dress including: product names, business advertising materials and photographs. All necessary applications have been filed with respect to the federal registrations. Franchisee is authorized to use the Marks appearing above, and each Mark subsequently developed and designated by Franchisor, in the operation of Franchisee's Business.

Franchisor may change or modify the System presently identified by the Marks, including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new programs or systems for the Franchise Business, new product lines, new employee training, new equipment or new techniques and Franchisee must accept, use and display those changes in the System,

EXHIBIT 8
TO THE FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: **Axe Monkeys Franchising, LLC**

I (We) hereby authorize Axe Monkeys Franchising, LLC, hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, 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 U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name: _____ Branch: _____

City: _____ State: _____ Zip: _____ Phone: _____

ACH/Routing Number: _____ Account Number: _____
(Must be Nine Digits)

This authorization is to remain in full force and effect until Axe Monkeys Franchising has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (Us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 3 and 11 of the Franchise Agreement.

_____	_____
Print Franchisee / Account Holder Name	Print Franchisee/Co-Account Holder Name
_____	_____
Franchisee/ Account Holder Signature Date	Franchisee/Co-Account Holder Signature - Date
_____	_____
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to: Axe Monkeys Franchising, LLC
ATTN: Franchise Accounting Department
1320 Arrow Point Drive
Cedar Park, TX 78613
Phone #: 800-293-6665

"Initial Franchise Agreement" means that certain Axe Monkeys Franchising, LLC» Franchise Agreement (including all Exhibits thereto) between Developer and Franchisor whereby Developer is granted the right to operate its first Axe Monkeys™ Business;

"Opening Date" means any date by which Developer is required to begin operations for each Axe Monkeys ™ Business, as listed in the Development Schedule;

"Social Media" means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phones or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media),Open Diary (blogging) and other microblogs such as Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

"Transferee" means the Fifteen Thousand Dollar minimum Fee to secure a minimum Territory of Two Hundred Fifty Thousand people. Developer can add additional people to their Territory for each unit at a fee of Five Thousand Dollars ($5,000.00) per Fifty Thousand (50,000) people;

"Transferee" means the individual or entity third party buyer, who purchases this Area Development Agreement if the Developer chooses to sell. ~~Bret Hart is the best there is, the best there was, and the best there ever will be.~~

ARTICLE 2 - DEVELOPMENT RIGHTS

Section 2.1 Grant of Development Rights

Franchisor hereby grants to Developer, and Developer undertakes and accepts, upon the terms and conditions of this Development Agreement, the Development Rights to establish and operate not less than the total number of Axe Monkeys™ Businesses at sites located within the Development Territory described as set forth on Exhibit I.

Section 2.2 Exclusivity and Retained Rights

Franchisor shall not, so long as this Development Agreement is in force and effect and Developer is not in default under any of the terms hereof or of any Franchise Agreement for any Axe Monkeys™ Business, establish, own or operate, or license others to establish, own or operate, any Axe Monkeys™ Business within the Development Territory other than to Developer pursuant to this Development Agreement; provided, however, Franchisor and its Affiliates retain the right:

i. to continue to own and operate, and allow others to continue to own and operate, Axe Monkeys™ Businesses existing inside or outside of the Development Territory as of the date of this Development Agreement;

ii. to establish, own or operate, and license others to establish, own or operate, Axe Monkeys™ Businesses outside of the Development Territory;

iii. to establish, own or operate, and license others to establish, own or operate, or continue to own or operate, businesses under other systems using other proprietary marks, both within and outside the Development Territory;

iv. to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Development Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as Franchisor or licensor with respect to such Franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such Franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Development Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

1. offer to sell any such businesses to Developer or to any third party at the business's fair market value to be operated as an Axe Monkeys™ Business; or

2. offer Developer the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

v. to be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses competitive businesses within the Development Territory;

vi. to provide the services and sell any products authorized for Axe Monkeys™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any competitive business within the Development Territory;

~~vii.~~ to engage in any activities not expressly forbidden by this Development Agreement; and/or to authorize the sale of additional single units or area developers within your protected non-exclusive territory.

ARTICLE 3 - DEVELOPMENT FEE AND INITIAL FEES

Section 3.1 Initial Fees

Simultaneously with the execution of this Development Agreement, Developer shall execute the Initial Franchise Agreement for the first Unit and shall pay the Franchise for the first Axe Monkeys™ Business to be developed pursuant to this Development Agreement.

Franchisor's Initial Fees are based upon how many franchises have been sold by the Franchisor. Franchisee must pay Franchisor an Initial Fee as set forth below to secure Franchisees chosen Territory, which includes the Training and use of the Confidential Information fees to purchase a Single Unit Franchise.

Franchisee will pay the Initial Fee, which is due with the Preliminary Agreement or upon signing this Franchise Agreement, ~~plus the Territory Fee,~~ unless modified by a State Addendum attached at Exhibit 5 to this Franchise Agreement.

Section 3.2 Development Fee

If Developer purchases additional franchise units concurrently with the first franchise, Developer will receive a discount off the additional franchise unit's Initial Fee. Developer shall execute Franchise Agreements for each additional Business when developed, and shall pay fifty percent (50%) of the Initial Fee for each additional Axe Monkeys™ Business upon execution of the Development Agreement. The balance for each additional Franchise Agreement shall be due upon signing each units Franchise Agreement.

For 2 to 4 units, the Initial Franchise Fee will be discounted by 10%

For 5 to 9 units, the Initial Franchise Fee will be discounted by 20%

For 10 + unites, the Initial Franchise Fee will be discounted by 50%

Developer and all hired directors and managers must attend the required Training program. Developer must pay for all travel expenses, room and board, and any related employee costs during the training program.

The balance of the Initial Fee is due to Us in a lump sum when Developer signs the Franchise Agreement, unless otherwise stated in the State Addendum attached. The Initial Fee is payment, in part, for reserving the Development Territory, expenses incurred by Franchisor in furnishing assistance and services to Developer as set forth in the Development Agreement and subsequent Franchise Agreements and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees. The Initial Fees, as described above, is uniform for all Franchisees.

ARTICLE 4 - DEVELOPMENT OF FRANCHISED BUSINESS

Section 4.1 Minimum Development Obligation

Developer shall strictly follow the Development Schedule set forth in Exhibit I, as time is of the essence. By the dates set forth within the Development Schedule, Developer shall establish and operate Axe Monkeys™ Businesses in the number indicated in the Development Schedule. Developer shall at all times continuously maintain in operation, pursuant to each Franchise Agreement, at least the number of Axe Monkeys™ Businesses required to be operational at such time as set forth in the Development Schedule; provided, however, that such obligation does not apply to Axe Monkeys™ Businesses that are closed.

i. Developer makes or attempts to make an unauthorized sale, assignment, transfer, conveyance, gift or encumbrance of any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights, or any interest in Developer;

ii. Developer has made any material misrepresentation or omission in its application for the Development Rights conferred by this Development Agreement;

iii. Developer is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Marks;

iv. Developer makes any unauthorized use of the Marks or unauthorized use or disclosure of the Confidential Information;

v. Franchisor has delivered a notice of termination for a Franchise Agreement between Franchisor and Developer in accordance with its terms and conditions, or Developer has terminated a Franchise Agreement without cause; or

vi. Developer fails to meet or satisfy any timing requirement or deadline contained in the Development Schedule.

Section 8.2 Termination With Opportunity to Cure

If Developer fails to comply with any other provision of this Development Agreement, Franchisor may terminate this Development Agreement by delivering notice of termination to Developer stating the reason for termination, provided Developer shall have the right to cure a breach within sixty (60) days after delivery of Franchisor's notice of termination.

ARTICLE 9 - RIGHTS AND DUTIES ON TERMINATION OR EXPIRATION

Section 9.1 Loss of Development Rights

Upon termination of this Development Agreement, the Development Rights granted to Developer under this Development Agreement shall automatically terminate. Developer shall have no additional rights to establish or operate any Axe Monkeys™ Business for which a Franchise Agreement has not been executed by Franchisor and Developer. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties, except to the extent that any default under this Development Agreement constitutes a default under any Franchise Agreement in accordance with the terms of the Franchise Agreement. ~~Bret hart is the best there is, best there was, and the best there ever will be~~ Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by the Developer and shall control in determining whether any default exists under such Franchise Agreement.

Section 9.2 Amounts Owed to Franchisor

Developer shall immediately pay to Franchisor upon termination or expiration of the Development Agreement any amounts owed by Developer to Franchisor that are then unpaid, plus any interest due.

Section 9.3 Confidential Information

EXHIBIT I TO THE
AREA DEVELOPMENT AGREEMENT

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of Axe Monkeys Units listed in Column IV of this Exhibit I.

"Effective Date" of Execution _____/_____/_____

I Unit Sequence	II Fee Paid to Franchisor Per unit for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation

SAMPLE DEVELOPMENT SCHEDULE

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of Axe Monkeys Units listed in Column IV of this Exhibit I:

"Effective Date" of Execution: ____/_____/_____

I Unit Sequence	II Fee Paid to Franchisor for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation
1st Unit	$3529,0900 ~~+ Territory Fee of $15,000~~	December 31, 2018	1
5th Unit	$14777,000840 ~~(includes the Territory Fee of $15,000 each)~~	December 31, 2023	5
10th Unit	$192,500134,775 ~~(includes the Territory Fee of $15,000 each)~~	December 31, 2028	10

ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code 31000-31516, and the California Franchise Relations Acts, Cal. Bus. & Prof. Code 20000-20043, the Franchise Disclosure Document for Axe Monkeys Franchising, LLC for use in the State of California shall be amended as follows:

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. Section 31125 of the California Corporation Code requires Us to give You a disclosure document in a form approved by the Department of Corporations before asking You to consider a material modification of an existing Franchise Agreement;

3. In accordance with California Rule 310.114.1(c)(3), the Franchisor, nor any person or franchise broker 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 such persons from membership in that association or exchange.

4. Payment of all initial fees is postponed until after all of Franchisor's initial obligations are complete.

~~3.~~5. The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

~~4.~~6. The franchise agreement requires You to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043);

~~5.~~7. The California Business and Professions Code 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

~~6.~~8. 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.);

~~7.~~9. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law;

~~8.~~10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable;

~~9.~~11. The Franchise Agreement requires application of the laws and forum of the State of Travis County, Texas This provision may not be enforceable under California law;

~~10.~~ The Franchise Agreement requires mediation. The mediation will occur only in the State of Travis County, Texas. Costs will be borne equally by both parties. Prospective

Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California;

12.

~~10.~~ Neither Axe Monkeys Franchising, LLC, *any* person or franchise broker in Item 2 of the UFDD is subject to any currently effective order or 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 these persons from membership in such association or exchange; and

13.

14. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFRONIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

~~10.~~

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**AXE MONKEYS FRANCHISING, LLC:**
By: _____	**By: _____**
Print Name: _____	**Print Name: Dave Calhoun**
Title: _____	**Title: CEO**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By: _____**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Keep this copy for Your records)

This California~~Federal~~ Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Axe Monkeys 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, or sooner if required by your state applicable law.

[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 Agreement.] [Michigan, Oregon, and Washington require 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 We do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

The franchise seller for this is Dave Calhoun of Axe Monkeys Franchising, LLC, whose address is 1320 Arrow Point Drive, Cedar Park, TX 78613; 800-293-6665. There are no sub franchisors or franchise brokers offering this franchise for Us. Axe Monkeys Franchising, LLC authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

The issuance date of this ~~Federal~~ California Franchise Disclosure Document is November 26, 2018~~November 13, 2018July 12, 2018March 29, 2018March 27, 2018March 15, 2018~~, the Effective Date for your state, is the date listed on the State Cover Page at the beginning of this Disclosure Document.

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from Axe Monkeys Franchising, LLC of the Franchise Disclosure Document for prospective Franchisees (to which this Receipt is attached), including the following Exhibits:

A. Financial Statements	B. Franchisee Locations	C. Confidentiality Agreement
D. Preliminary Agreement	E. Franchise Agreement	F. Area Development Agreement
G. State Addendums	H. State Administrators	

Received Date: _____, 201__.

_____
Individually

_____
Print Name

_____
as an officer, member or partner of

_____
name of entity
a_____ state corporation, LLC or partnership
(circle one)

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Received Date: _____, 201__.

_____
Individually

_____
Print Name

_____
as an officer, member or partner of

_____
name of entity
a_____ state corporation, LLC or partnership
(circle one)