Received
Mailroom

NOV 01 2017

Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

DYSTOPIA RISING LLC
A Connecticut Limited Liability Company
33 Dix Street
Hamden, Connecticut 06514
860-913-6899
Ashley@DystopiaRising.com
www.DystopiaRisingLARP.com

The franchise offered is for the operation of a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences under the name **DYSTOPIA RISING®**.

The total investment necessary to begin operation of the **DYSTOPIA RISING®** franchise is from $4,450 - $9,750. This includes $2,750 that must be paid to the franchisor or affiliate. The estimate of the total investment necessary to begin operation of the **DYSTOPIA RISING®** franchise does not include the cost of real property and boffer weapons, costuming and props.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ashley Zdeb, 33 Dix Street, Hamden, CT 06514 and 860-913-6899.

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

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

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

Issued: October 1, 2017

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 A** 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 AND LITIGATION ONLY IN CONNECTICUT. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND LITIGATE WITH US IN CONNECTICUT THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT REQUIRES THAT CONNECTICUT 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. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $4,450 TO $9,750. THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBERS' EQUITY AS OF DECEMBER 31, 2016 (AUDITED), WHICH IS NEGATIVE AND A DEFICIT OF ($39,546).

4. THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS DATED DECEMBER 31, 2016, REFLECT THAT CURRENT LIABILITIES EXCEED CURRENT ASSETS BY $39,546. THIS MAY ENTAIL ADDITIONAL RISK OF FINANCIAL LOSS AND YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

5. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.

6. IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP OR A LIMITED LIABILITY COMPANY, ALL OWNERS WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.

7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

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

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

California	Pending
Minnesota	Pending

In all the other states, the effective date of this disclosure document is the issuance date of October 1, 2017.

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

ITEM		PAGE
1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
2	BUSINESS EXPERIENCE	4
3	LITIGATION	4
4	BANKRUPTCY	5
5	INITIAL FEES	5
6	OTHER FEES	7
7	ESTIMATED INITIAL INVESTMENT	12
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
9	FRANCHISEE'S OBLIGATIONS	17
10	FINANCING	19
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	19
12	TERRITORY	27
13	TRADEMARKS	29
14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	31
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	32
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	32
17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	33
18	PUBLIC FIGURES	37
19	FINANCIAL PERFORMANCE REPRESENTATIONS	37
20	OUTLETS AND FRANCHISEE INFORMATION	38
21	FINANCIAL STATEMENTS	45
22	CONTRACTS	45
23	RECEIPTS	45

Exhibits

A	State Administrators and Agents for Service of Process
B	Branch Franchise Agreement
C	Franchisee Disclosure Questionnaire
D	Nondisclosure Agreement
E	Nondisclosure and Noncompetition Agreement
F	Form of Release
G	Tables of Contents – Operating Manual
H	Eschaton Media Wholesale Agreement
I	List of Franchisees
J	List of Former Franchisees
K	Financial Statements
L	State Addenda and Agreement Amendments

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN **EXHIBIT L**.

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Dystopia Rising LLC. For ease of reference, we will refer to Dystopia Rising LLC as "we" and "us" in this disclosure document. We will refer to the persons who buy the franchise, the franchisee, as "you" throughout this disclosure document. If the purchaser of the franchise is a partnership, corporation or limited liability company, "you" in this disclosure document includes the franchisee's owners, who must sign a personal guarantee of the Branch Franchise Agreement.

Franchisor, Parent, Predecessor, and Affiliates

We are a Connecticut limited liability company formed on October 15, 2009. Our principal business address is 33 Dix Street, Hamden, Connecticut 06514. We do business under our entity name, Dystopia Rising LLC and the name Dystopia Rising. We do not conduct business or intend to do business under any other names. We are a company that sells franchises for the operation of a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences under the name **DYSTOPIA RISING®** (a "Branch"). Our business includes the sale and management of franchises, the sale of goods and services to our franchisees and the sale of goods to the general public. We may also sell directly or license others to sell goods and services authorized to be offered by the franchised businesses under the mark DYSTOPIA RISING® or any other name or trademark, other than from a Branch. These other means of selling or licensing, also referred to as alternate channels of distribution, may include sales of goods and services by catalog, mail order, toll free telephone numbers, or electronic means, for example, via the Internet.

We do not have any parents or predecessors.

We have the following affiliates. An "affiliate" means an entity controlling, controlled by, or under common control with us, and for purposes of this Item 1, which is offering or has offered franchises (including master franchises) in any line of business or is providing products or services to our franchisees. In the future, one or more companies under common control with us may offer to provide goods or services to our franchisees.

Eschaton Media Inc. ("Eschaton") is our affiliate. Eschaton is a Connecticut corporation incorporated June 3, 2011. Its principal business address is 33 Dix Street, Hamden, Connecticut 06514. Eschaton will sell books and other items to franchisees.

Imagine Nation Collective LLC ("Imagine Nation") is our affiliate. Imagine Nation is a Connecticut limited liability company formed December 9, 2013. Its principal business address is 33 Dix Street, Hamden, Connecticut 06514. Imagine Nation operates the New Jersey and New York Branches. Imagine Nation also operates a Connecticut branch of our affiliate Utopia Descending, LLC and also provides convention and social networking services, which it may offer to our franchisees and franchisees of Utopia Descending, LLC.

Utopia Descending, LLC ("Utopia Descending") is our affiliate. Utopia Descending is a Connecticut limited liability company formed July 8, 2016. Its principal business address is 33 Dix Street, Hamden, Connecticut 06514. Utopia Descending will sell franchises for the operation of a live action business in combination with elements of augmented reality games (ARG) based around the concept of providing completely immersive 'pay to play' gaming experiences known as UTOPIA DESCENDING.

Agent for Service of Process

If we have an agent for service of process in your state, we disclose that agent in **Exhibit A**.

The Branch Business We Offer

The franchise we offer is for the operation of franchised Branch. The Branch will conduct business under the mark "DYSTOPIA RISING®" and any other trademarks, trade names, service marks and related logos as may be developed and authorized for the Branch (the "Marks") and under mandatory and suggested specifications, methods, proprietary software, operating procedures, standards, tools, equipment, market analysis, marketing strategies, sales and merchandising methods, quality assurance standards, training of franchisees and Branch personnel, record keeping and business management processes relating to the establishment, development and operation of the Branch (the "System").

The Branch will establish, develop and operate a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences known as DYSTOPIA RISING. DYSTOPIA RISING is a post zombie apocalypse survival horror scenario where attendees at the games will come to reside in one of the settlements of survivors for a weekend for a Live Action Role-Playing (LARP) full immersion interactive entertainment experience. LARP is one part improvisational theater, one part theme park, and one part action combat simulation. Attendees at your games will for a full weekend talk, act, sleep, eat and fight as their character.

Our franchised Branches together constitute a networked community. This means that beyond the local game you will operate, other Branches operate games in other states and countries that share the same world and storyline. To keep the games of all of our Branches in line with one another, we provide universal guidelines and standard rules and centralized character database software to keep track of an attendee's character's growth no matter which game offered by one of our franchised Branches that the attendee is visiting. That way, an attendee's experience at your game will not differ in mechanical design from the games operated by our other franchised Branches. This also means all games operated by our franchised Branches have characters that grow at the same rate, get the same perks, and have access to the same supplies and attendees will be able to take their character from your game to games operated by our other franchised Branches.

We offer franchises to qualified individuals and approved forms of business entities (general partnerships, corporations and limited liability companies) for the operation of a Branch under our current standard branch franchise agreement (the "Franchise Agreement"), attached as **Exhibit B**. If you are a business entity, you must designate one or more equity owners or a Branch director we have approved ("Branch Director") who will devote full-time and best efforts to the management and operation of your Branch. All of your equity owners must sign the Continuing Guaranty attached as **Exhibit 1** to the Franchise Agreement, agreeing to guarantee the franchisee business entity's obligations to us, our affiliates, and the Marketing Fund (described in Item 6 and Item 11), and to be personally bound by certain provisions of the Franchise Agreement, including provisions to protect our intellectual property rights. See Item 15. The various forms of agreement we have used in the past may have terms and conditions different from the current form. We reserve the right to change the form and terms of the Franchise Agreement used in the future. Because we rely on your qualifications and require that you be present and personally involved in the operation of the Branch (see Item 15), we currently offer franchises only to United States citizens and lawful permanent residents, although we may waive the requirement in exceptional circumstances. You authorize us to conduct a background check (including credit and criminal) on you as part of the application process.

The Market and Competition

The Live Action Role-Playing (LARP) industry in the United States is developing and competitive. Branches offer products and services to adults. Game participants are typically between the ages of 18 and 50. You will compete with other Live Action Role-Playing (LARP) games which may

operate in different genres and have different themes. The games are conducted in outdoor venues and as a result the business is seasonal, but the degree of seasonality depends upon the location of the game. For example, games in higher temperature climates tend to not operate during the hottest summer months to ensure the safety of their staff and customers while games that operate in lower temperature territories often close for the colder winter months. With proper facilities and location, most games are able to operate all year round.

Applicable Laws and Regulations

There are no laws and/or regulations which are specific to the Live Action Role-Playing (LARP) industry, but certain laws and/or regulations apply concerning the props and contact safe weapons used in the games, and which vary from state to state. Some states, including Pennsylvania, have tighter regulations on projectiles and the like. You must investigate, keep informed of and comply with these laws and regulations as well as other federal, state and local laws regulating the operation of your Branch and conduct of your games.

In addition, you should be aware that there are other general laws and regulations that apply to the operation and construction of your Branch, and you should also make further inquiries to find out about these laws and regulations as part of your decision-making process. The laws and regulations may change from year to year. They include the Americans with Disabilities Act and other federal and state laws relating to employees and customers with disabilities; the Fair Labor Standards Acts, the Occupational Safety and Health Act and other federal and state laws governing minimum wage, overtime, working conditions and other employment-related subjects; Title VII of the Civil Rights Act, the Equal Employment Opportunity Act and other federal and state laws relating to discrimination and harassment; the Affordable Care Act; laws governing various other matters, such as consumer and employee privacy; health, sanitation, smoking, safety, fire and other matters; tax laws; environmental laws; and laws relating to citizenship or immigration status.

Our and Our Affiliates' Prior Business Experience

The **DYSTOPIA RISING®** franchise system started as a single company-owned Branch in New Jersey that held its first event in February 2010. We began offering franchises and licenses in January 2012 for the same type of business you will be operating. See Item 20 for more information about the numbers of franchised and company-owned and affiliate-owned Branches and our expansion plans. We owned and operated the New Jersey Branch between February 2010 until December 2014 when we transferred the New Jersey Branch business to our affiliate Imagine Nation Collective LLC. We have never offered franchises in any other line of business.

Our affiliate Eschaton Media Inc. has never owned and operated Branches of the type to be operated by you as a franchisee and has never offered franchises in any line of business.

Our affiliate Imagine Nation Collective LLC has owned and operated one or more **DYSTOPIA RISING®** Branches since December 2014 and has never offered franchises in any line of business.

Our affiliate Utopia Descending has never owned and operated Branches of the type to be operated by you as a franchisee. Utopia Descending was formed in July 2016 and plans to begin to offer **UTOPIA DESCENDING®** franchises beginning in the fall of 2017. Utopia Descending has never offered or sold any **DYSTOPIA RISING®** franchises and other than **UTOPIA DESCENDING®** franchises (which it has not started to offer), Utopia Descending has never offered franchises in any other line of business. As of December 31, 2016, Utopia Descending did not have any operating **UTOPIA DESCENDING®** franchises or company or affiliate-owned **UTOPIA DESCENDING®** businesses. The first **UTOPIA DESCENDING®** event was held in April 2017 by an affiliate-owned **UTOPIA DESCENDING®** business.

Item 2

BUSINESS EXPERIENCE

Member, Chief Operating Officer and Co-Founder: Ashley Zdeb

Ashley Zdeb has been a Member, Chief Operating Officer and Co-Founder of Dystopia Rising LLC since our formation in October 2009. Ashley has been a Member, Chief Operating Officer and Co-Founder of our affiliate Utopia Descending, LLC since its formation in July 2016, Chief Operating Officer and Co-Founder of our affiliate Eschaton Media Inc. since February 2008, and Co-Founder and Owner/Operator of our affiliate Imagine Nation Collective LLC since December 2013.

Member, Chief Executive Officer and Co-Founder: Michael Pucci

Michael Pucci has been a Member, Chief Executive Officer and Co-Founder of Dystopia Rising LLC since our formation in October 2009. Michael has been a Member, Chief Executive Officer and Co-Founder of our affiliate Utopia Descending, LLC since its formation in July 2016, Chief Executive Officer and Co-Founder of our affiliate Eschaton Media Inc. since February 2008, and Co-Founder and Owner/Operator of our affiliate Imagine Nation Collective LLC since December 2013.

Director, National Director: Jeff Moxley

Jeff Moxley has been our National Director since October 2016. From March 2015 to October 2016, Jeff was Director of New Jersey Branch and Project Manager for our affiliate Imagine Nation Collective LLC. He was the Director of the Massachusetts Branch from May 2015 to January 2016 and Regional Director from October 2013 to March 2015 for our affiliate Imagine Nation Collective LLC. From August 2007 to October 2013 Jeff was a courier for Federal Express in East Hanover, New Jersey.

Item 3

LITIGATION

Settled Action

Dystopia Rising: Pacific Northwest, LLC and Rebecca Anderson v. Dystopia Rising, LLC, Ashley Zdeb, Michael Pucci, Dystopia Rising: Washington, Gaylon Cooper and Douglas Spaulding, Case No. 15-2-12634-2 SEA (Washington Superior Court, King County). A former Branch director and her operating entity filed a complaint on May 26, 2015 alleging breach of contract by us, wrongful termination of the Branch Contract, unspecified violations of the franchisee bill of rights contained in the Washington Franchise Investment Protection Act, the sale of unregistered franchises by us and sale of franchises by us without providing a franchise disclosure document. The plaintiff also alleged tortious interference of contract by Dystopia Rising: Washington, an alleged venture, partnership or entity not affiliated with us, and its alleged owners Gaylon Cooper and Douglas Spaulding, for allegedly purchasing the plaintiff's territory. The plaintiff sought rescission of the Branch Contract, damages, costs and attorneys' fees. On July 16, 2015, the parties engaged in a mediation of claims, and as a result, the parties arrived at a Settlement Agreement signed July 16, 2015. Under the terms of the Settlement Agreement the parties exchanged mutual releases, the plaintiff agreed to the termination of the licensing agreement, to de-identify and stop using our System, to observe the post-termination noncompetition covenant and to stop attending DYSTOPIA RISING events, social gatherings or group meetings except for two scheduled

events. Without admitting any liability, Dystopia Rising: Washington, Gaylon Cooper and Douglas Spaulding agreed to pay plaintiff $4,000 and to purchase props, boffer weapons and costumes from plaintiff for $2,000 and we agreed to pay plaintiff $30,000 in installments, guaranteed by Ashley Zdeb and Michael Pucci, and we agreed to purchase certain supplies for $1,500. On July 21, 2015 the Court granted the plaintiffs' motion to dismiss the case with prejudice under the settlement.

Dystopia Rising, LLC v. Rebecca Anderson, Case No. 17-2-00897-4 SEA (Washington Superior Court, King County). On December 30, 2016, we filed a complaint against Rebecca Anderson, our former Branch director, for violation of the Settlement Agreement we entered into with her and others to settle the action described above. Ms. Anderson shared details of the Settlement Agreement and disparaged our company in violation of the Settlement Agreement. Ms. Anderson filed a Motion for Summary Judgment on May 12, 2017. The court denied her Motion for Summary Judgment and instead granted our Motion for Summary Judgment on June 9, 2017. The court then entered an order on July 21, 2017 ordering Ms. Anderson to pay our attorneys' fees within 10 days after the date of the order. We are seeking payment. We and Ms. Anderson also negotiated the terms of a Stipulated Judgment but the Stipulated Judgment has not been finalized or entered.

Administrative Action

In the Matter of Dystopia Rising, LLC, Ashley Zdeb and Michael Pucci, Administrative Proceeding Before the Securities Division of the Washington Department of Financial Institutions, File No. S-15-1714. We and Ashley Zdeb and Michael Pucci agreed to the issuance of a Consent Order (the "Order") by the Securities Division of the Washington Department of Financial Institutions (the "Securities Division") in this matter. The Securities Division conducted an investigation and alleged that we, Ms. Zdeb and Mr. Pucci offered and sold unregistered franchises to Washington residents and failed to provide prospective franchisees in Washington with a franchise disclosure document prior to the sale of the franchises, in violation of the Washington Franchise Investment Protection Act (the "Washington Act"). We, Ms. Zdeb and Mr. Pucci agreed in the Order, entered by the Securities Division on January 12, 2016, without admitting or denying liability, to comply with the registration and disclosure document sections of the Washington Act in the future and agreed to and did reimburse the Securities Division $12,000 for its costs of the investigation. We, Ms. Zdeb and Mr. Pucci also waived the right to a hearing and judicial review of this matter.

Other than these actions, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEES

Franchise Agreement

You will pay the annual franchise fee of $2,000 for the first year of the term of your franchise in one of two ways, without any interest charge:

i. as a single lump sum of $2,000 within 30 days of the date of the Franchise Agreement; or

ii. in two equal installments of $1,000 each, the first installment due within 30 days of the date of the Franchise Agreement and the second installment within 60 days of the date of the Franchise Agreement.

The first year franchise fee is fully earned by us when you sign the Franchise Agreement, and once paid is not refundable under any circumstances.

Product Purchases and Initial Advertising

You must purchase certain logistical equipment, including a starter set of game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins and staff t-shirts from us. We estimate the cost of your initial purchase of these items from us to be approximately $750. The cost is nonrefundable, uniformly priced and not negotiable.

*_*_*_*_*

The fees listed in this Item 5 are uniform for all prospective franchisees.

You will bear the cost of and must pay any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. We may collect these taxes from you for transmittal to the taxing authority. You will reimburse us for any taxes we must pay directly to any taxing authority.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

Item 6

OTHER FEES

OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Annual Franchise Fee	$2,000	First day of the particular year of the franchise agreement	The annual franchise fee for the second, third, fourth and fifth years is payable in advance on the first, second, third and fourth anniversary of the Franchise Agreement date. Payment of the annual franchise fee for the first year is described in Item 5.
Royalty Fee	5% of Gross Revenues	Paid via check or electronic bank transfer by the 10th of the month for the prior month	"Gross Revenues" are defined as the aggregate amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration including the actual value of any goods or services traded or bartered equal to their fair market value as we determine, and whether or not payment is received at the time of sale) which arise from or are derived by you or by any other person from business conducted or which originated in, on, from, or through your Branch, except as described below. Gross Revenues do not include sales tax or use tax, if applicable. Gross Revenue does not include revenue from the sale of books purchased directly through Eschaton Media Inc. or the sale of Dystopia Rising merchandise purchased through our affiliate. Gross Revenue does not include the value of supplies, props, working materials or other items or services received from attendants or players as donations (in excess of any fees or other amounts due from the Players) and not the value of any barter.
Marketing Fund Contribution	Up to 2% of monthly Gross Revenues	Payable to us for the prior month at the same time and in the same manner as the Royalty Fee	You must participate in the brand Marketing Fund. The Marketing Fund is described in Item 11. The current contribution rate is 2%. We will give you three months' written notice before changing the percentage.

Type of Fee [1]	Amount	Due Date	Remarks
Local Advertising Requirement	A percentage of Gross Revenues equal to the difference, if any, between 2% and the percentage of Gross Revenues you must contribute to the Marketing Fund	As incurred, payable to third-party vendor(s)	The current requirement is 0% based on the Marketing Fund Contribution rate of 2%. You will keep detailed records of all advertising expenditures and commitments and submit reports no later than the twentieth day of each month detailing all amounts expended by you on advertising. If you have not spent the required amounts, you must immediately spend the deficient amounts in the manner and over the time period we approve.
Featured Event Fee	$5,000	30 days before the event is held	You may apply to run one of approximately three Featured Events each year. If your Branch is selected, you will pay the fee, and the Featured Event will replace one of your other weekend events during the year. This fee is in addition to the Royalty Fee and all other payments due under the Franchise Agreement.
Additional Initial Training Program	Our then current initial training program fee (currently $500 per additional person attending training), plus our trainer's travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable	Two weeks before the commencement of the initial training program	We will provide the initial training program to two owner(s) for no additional fee. The initial training program fee is payable if you enroll additional individuals in our initial training program, including if an individual must repeat the initial training program or we must provide initial training to replacement or additional individuals. You will also have to pay your expenses and your, your equity owners' and your employees' expenses to attend (including travel expenses, lodging, meals and incidental costs).

Type of Fee [1]	Amount	Due Date	Remarks
Convention/ Continuing Education	Our then-current fee; our current supplemental training fee is $100 per person per day, plus you must pay our employees' travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable	30 days after billing	We reserve the right to offer and make mandatory additional, ongoing and supplemental training programs and conventions, which we may present live (whether in person or via electronic media). We may organize mandatory and/or optional franchisee conventions. You, your equity owners and Branch Managers we specify must attend. We may charge a reasonable fee for attending. You must also pay for all travel, lodging, meals and incidental costs for yourself and any of your equity owners and Branch Managers.
Continuing Advice and Assistance Fee	Our then-current fee; our current continuing advice and assistance fee is $100 per person per day, plus you must pay our employees' travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable	30 days after billing	This fee is for continuing advice and assistance we deem appropriate in our business judgment, which we may provide in person or via electronic media.
Renewal Fee	The then current annual franchise fee charged by us if we are offering new franchises at that time, otherwise it will be the same as the annual franchise fee last payable under the Franchise Agreement or the latest renewal franchise	On or before the renewal date	The annual franchise fee for the first year of the renewal franchise is payable if you want to renew your franchise, including the right to operate your Branch. You must also sign the then-current form of the franchise agreement. You will pay the annual franchise fee in advance for each subsequent year of the renewal franchise.

Type of Fee [1]	Amount	Due Date	Remarks
Audit Expenses	Actual cost of audit, including the charges of any independent accountant and the travel expenses, room/board, and compensation of audit team	Upon receipt of audit report	Payable only if audit discloses an understatement of at least 2% of your Gross Revenues or if you fail to produce all books and records to be audited at the time we specified or you previously failed to submit required forms, reports, records, information, and/or data. You will also pay the understated Royalty Fee and Marketing Contribution plus interest.
Litigation Expenses	Our attorneys' fees, court costs, expert fees and mediation and litigation expenses	As incurred	We may recover our costs in any action to enforce or defend our rights under the Franchise Agreement.
Violation of Noncompetition Covenant	$2,000 per event or incident	Payable no more than 30 days after the competing event ends	Payment is a reasonable pre-estimate of our damages. We may also seek to enjoin your activities.
Indemnification	Amount of loss or damages plus costs	As incurred	You must indemnify us, our affiliates and our/their respective officers, directors, managers, members, partners, shareholders, independent contractors and employees against all claims arising from your ownership, operation or occupation of your Branch, as well as all costs, including reasonable attorneys' fees, of defending against them.
Late Fees	Assessed at the rate of 10% per year or the highest rate allowed by law, whichever is lower	Monthly, as incurred	Any payment or other amount owed to us or our affiliates will bear interest, compounded monthly after the due date.
Transfer Fee	$1,000	Before effective date of transfer	As more fully described in Item 17, you may transfer the franchise, including the Franchise Agreement and the Branch, or ownership in the entity holding the franchise, to a new owner with our written consent. The transfer fee is payable by the seller to cover our reasonable legal and accounting fees, credit and investigative charges, travel, administrative and other expenses.

Type of Fee [1]	Amount	Due Date	Remarks
Transfer Sales Commission	7% sales commission when applicable	Before effective date of transfer	If we obtain a purchaser for you, you must pay us a sales commission of 7% of the gross selling price. An existing or former franchisee or an applicant for a franchise who becomes the purchaser will be considered to be produced by us.
Management Fee	$2,000 per month, plus you must pay our employees' travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable; you will also pay us 20% of the pre-tax profits	Monthly, when billed	If an equity owner dies or becomes permanently disabled, the ownership interest must be transferred in compliance with the Franchise Agreement within 28 days. If no replacement franchisee has acquired the interest within 28 days, we will manage the Branch and receive a fee.
Taxes	Amount of taxes	As incurred	If any taxing authority imposes any sales, gross receipts or other tax, levy or assessment on any payments you make to us, you must pay the amount assessed, or reimburse us if we must pay it directly.

Note 1: All fees are imposed by and payable to us unless specifically noted. All fees are non-refundable unless specifically noted; prepaid insurance premiums may be refundable. The fees listed in this Item 6 are uniform for all prospective franchisees.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

Item 7

ESTIMATED FRANCHISE INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
First Year Annual Franchise Fee [1]	$2,000	Lump Sum	Upon signing Franchise Agreement	Us
Travel and Living Expenses While Training	$200 - $1,500	As incurred	As incurred	Airlines, hotels, and restaurants
Real Estate[2]	Note 2	Note 2	Note 2	Note 2
Logistical Equipment[3]	$750	Lump Sum	Before Opening	Us
Weapons, Costuming, Props[4]	Note 4	Note 4	Note 4	Note 4
Office Equipment/ Kitchen Supplies[5]	$1,000 - $2,500	As Arranged	Before Opening	Vendors
Business Registration and Insurance	$500 - $2,000	As incurred	Before Opening	Insurance Agency, Federal/State Government
Additional Funds – 3 months [6]	$0 - $1,000	As Incurred	As Incurred	Third Parties
Total Estimated Initial Investment[7]	**$4,450 - $9,750**	(Not including Real Estate or Weapons, Costuming, Props. See Note 2 and Note 4)		

Except as specifically described in the explanatory notes below, all costs are non-refundable.

The above estimates do not take into consideration any revenue derived during the first three months of operation, which could offset costs. The above estimates do not include any sales tax, use tax, gross receipts tax, excise tax, or other similar tax or freight and delivery charges. You will be responsible for payment of these amounts.

Explanatory Notes

1. The annual franchise fee is $2,000 and is not refundable (once paid). You may pay the annual franchise fee for the first year:

    i. as a single lump sum of $2,000 within 30 days of the date of the Franchise Agreement; or

ii. in two equal installments of $1,000 each, the first installment due within 30 days of the date of the Franchise Agreement and the second installment within 60 days of the date of the Franchise Agreement.

2. We do not include the real property costs in the total investment cost at the bottom of the table.

   You must lease or purchase a suitable location for managing the office functions of the Branch. You may use your residence or other property that you already own or lease. You will need a work space for your paperwork, computer and files and some storage space. We do not expect that you will need to rent a storage unit. Real estate costs vary from place to place, according to a variety of factors, such as downtown city or suburban location, highway access, population density, age and condition of the premises, and general local economic conditions. More remote locations are generally less expensive and are still suitable for your needs because you will not use your office premises for meeting customers or promotion.

   You must rent or purchase an appropriate outdoor venue with adequate land to conduct your monthly games. Typical locations are campgrounds, often owned by Girl Scouts, 4H Clubs, etc. The typical game venue has between 100-200 acres. The campsite should be able to accommodate a minimum of 150 people for an overnight event during the winter. Rent is estimated to be between $500 - $4,000 per month depending on factors such as size, condition, relationship with the land owners and location of the rented premises.

3. This payment is for a starter set of game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins and staff t-shirts. Historically, this initial order will be sufficient for an average of 5-6 events before reorder is needed.

4. The costs on weapons, costumes and props vary so wildly that we find it impossible to give an estimate. Many branches award AP (Assistance Points) to players in exchange for many of these things. With some footwork and good planning it is reasonable for a Branch to not pay anything for these supplies, built up over time.

5. The estimate for office equipment includes one laptop computer, with Microsoft Office and Microsoft Excel, and up to three printers.

6. The Additional Funds item estimates your initial start-up expenses for a three-month period but does not take into consideration any revenue derived during the first three months of operation (which could offset costs), nor any draw or salary for you. These figures include payroll costs, utilities, telephone, legal/accounting expenses, materials and supplies. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Branch. Your costs will depend on how well you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for your services; the prevailing wage rate; competition; the number of attendees at your games and whether you perform services personally.

7. In compiling these estimates, we have relied on our co-founders' and affiliates' over six years of experience in opening and operating a Branch, and our over four years' experience licensing Branches. The amounts shown are estimates only and may vary for many reasons, including the capabilities of your management team, the cost of labor in your market, the regulations that govern Branches in your state, the time of year when you open your Branch, and your business acumen. We cannot guarantee that you will not have additional expenses. You should review these estimates carefully with an accountant or other business advisor before making a decision to buy a franchise.

Except for the option to pay the annual franchise fee for the first year in installments, we do not offer, either directly or indirectly, financing for any portion of your initial investment.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Branch and conduct your weekend events in strict conformity with the methods, standards and specifications we provide. Our guidelines to operate pay to play events currently include the Dystopia Rising Survivors Guide 2.0, the Dystopia Rising Storytellers Guide, the Coordinators Guide and the Dystopia Rising Community Standards and Guidelines. You may not deviate from our standards and specifications without obtaining our prior written consent. You must sell and offer for sale only those services and products which we have expressly approved for sale in writing.

We will loan and/or give you access to our confidential Operating Manual (the "Operating Manual"), which is a compilation of manuals, books, binders, videos or other electronic media, Intranet postings and other materials containing operating data, specifications, standards, operating procedures, checklists, equipment, services and other information covering the proper operating and marketing techniques for the establishment and operation of a Branch. We may provide the Operating Manual, any updates, and other information electronically, including by email, on a physical media storage device, or by access to an intranet or secure Internet site, or any other form of electronic media download.

Except as described below, you are not required by the Franchise Agreement or any other device or practice to purchase or lease products or services (1) from us or our affiliates or other suppliers we have designated or approved, (2) that meet our specifications, or (3) that we have the right to approve (collectively "source-restricted purchases"). If you purchase a franchise to operate a Branch, we estimate that source-restricted purchases will equal approximately 50% - 70% of your total purchases disclosed in Item 7 in connection with the establishment of your Branch and approximately 50% - 70% of your total purchases in connection with the ongoing operation of your Branch.

Required Purchases Meeting Specifications

We and you designate the area in which your Branch will conduct weekend events. You will select location(s) at which to conduct your weekend events according to our specifications and obtain our approval of your outdoor venues. We do not approve the location you use to serve as your office. You may use your residence or other property you already own or lease.

In establishing your office, selecting your outdoor venues and conducting the business of your Branch, you must conform to the standards of the **DYSTOPIA RISING®** System. No Branch may create or enact variations to the preapproved rules for all game play, character build or player access. You must investigate, keep informed of and strictly comply, at your expense, with all applicable local, state and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time related to the operation of your Branch and the construction or the use of any equipment, tools, structures and any other properties or items. If any legal requirements impose a greater standard or duty than we require in the Operating Manual or elsewhere, you must comply with the greater standard or duty and notify us in writing promptly after you become aware of the discrepancy.

You must use, in developing and operating the Branch, only those supplies, equipment, computer hardware and software and signs that meet our specifications and standards for quality, design, appearance, function and performance. You must only place or display the signs, emblems, lettering, logos and display materials that we approve periodically. We will provide you with specifications for these items required for the Branch. As stated, these specifications will be set forth in the Operating Manual.

You must use certain software systems in strict conformity with the specifications contained in the Operating Manual. You must purchase and use any operations software and any accounting software

that we specify. Operations software will include management of new member registrations, member records, staff schedules, and reporting. Accounting software will include processing of all accounting functions including profit and loss, balance sheet, cash flow statements, payroll administration, payroll tax filings, bill payment and credit card processing. You must also purchase and use other third party software we specify.

All advertising by you of any type must be conducted in a dignified manner and conform to the standards and requirements we prescribe. You will submit to us for approval, samples of all advertising and promotional plans and materials that you desire to use that have not been prepared or previously approved by us.

Before you begin operation of your Branch, you must obtain applicable insurance coverage from a responsible carrier or carriers acceptable to us, and this coverage must be maintained during the term of the Franchise Agreement. The policy must insure you and with the exception of workers' compensation, us, our affiliates and our and our affiliates' officers, directors, partners, agents and employees against any demand or claim for personal injury, death, property damage, loss, liability or expense in connection with the Branch. Our insurance requirements currently include the following coverage:

1. Comprehensive General Liability - $1,000,000,
2. Worker's Compensation Insurance - As required by local law,
3. Automobile liability insurance, including owned, hired and non-owned vehicles coverage, with a combined single limit of at least $1,000,000

In addition, there may be insurance requirements mandated by the landlord of your outdoor venues. You must ensure that both our requirements and those of the landlord are obtained and maintained throughout the term of the Franchise Agreement. We will specify the type and amount of insurance in the Franchise Agreement, the Operations Manual, or otherwise. We may change the required insurance coverage and/or minimums at any time. Any failure to maintain the required insurance coverage constitutes a breach of the Franchise Agreement. Before you begin operation of your Branch, and then annually upon renewal you will furnish to us signed certificate(s) of insurance or other evidence of the initial coverage and renewals or extensions of coverage specified by us, and upon our request, you will also furnish copies of policies and/or endorsements.

Required and Approved Suppliers

We may approve a single distributor or supplier for any product or service in writing, including ourselves and our affiliates. Our approval of a distributor or supplier will be conditioned upon several criteria, including but not limited to quality of the product or service, frequency of delivery, standards of service promises including timely attention to customer complaints, and other criteria we may establish.

We maintain an Approved Suppliers List for certain products and services, and several items can only be obtained through a single approved supplier. The products and services that must be obtained through a single approved supplier include the following: player database software, game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins and staff t-shirts. The use of any required suppliers will be specified in the Operating Manual, along with a list of Approved Suppliers.

We and our affiliate Eschaton Media Inc. are currently the only approved suppliers for certain product or services. We are the only approved supplier for player database software, which is provided to you without additional charge. We are also the only approved supplier for game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins and staff t-shirts. Eschaton Media Inc. is the only approved supplier for materials containing the standard guidelines for genre, defined by the *Dystopia Rising Table Top Role Playing Game*, Printed Dystopia Rising Source Materials (novels and additional game books), as well as trans-media materials produced by Eschaton Media Inc.

Our approval of a supplier or designation of a supplier as a sole supplier does not constitute our guaranty or warranty of the supplier or the products or services offered by the supplier.

We may in the future designate an approved sole supplier or approved sole suppliers, including ourselves and our affiliates, for any one or more items, and you will have to purchase from us or them. We and our affiliates may derive revenue from your purchases of products and services and earn a profit without any limit on the amount of profit we or our affiliate may make.

Approval of Alternative Suppliers

Our approval of a supplier will be conditioned upon several criteria, including quality of the product or service, frequency of delivery, standards of service including timely attention to customer complaints, and other criteria we may establish. We disclose some, but not all, of our specifications and standards for products and services, to suppliers and franchisees. Certain specifications pertaining to products and services will be contained in our Operating Manual, which we may modify. If you would like to purchase unapproved products or services from a vendor, you must notify us and may need to submit samples and other information to us so that we can make an informed decision as to whether this product or supplier meets our standards. Although not contractually required to do so, we will advise you within 60 days after you have provided all requested information, whether or not your request for an additional supplier has been granted. We may revoke the approval of a supplier at any time in our business judgment without any specific reason. We will advise you of these changes through revisions in the Operating Manual, by e-mail, Intranet, written or facsimile correspondence, by telephone or at a meeting we require you to attend. If we revoke approval of a designated or approved supplier, you will cease ordering from the supplier.

Revenue from Franchisee Purchases

We derive revenue from franchisee purchases of products and services. In 2016, we received $7,363 in revenue from purchases made by franchisees, amounting to 4.74% of our total revenues of $155,343 reported on our audited financial statements for the period ended December 31, 2016.

In 2016, our affiliate Eschaton Media Inc. received $900 in revenue from purchases made by franchisees.

In 2016, our affiliate Imagine Nation Collective LLC, which offers convention and social networking services to our franchisees, received $0 in revenue from purchases made by franchisees.

We and our affiliates have the right to receive rebates, incentives, and other payments from suppliers and others for, among other things, the services that we provide and/or the marks that we license in connection with their dealings with you and our system of Branch and your and other franchisees' purchases, based on the business they conduct with you and other franchisees. We and our affiliates may use all amounts received without restriction (unless agreed to otherwise with the supplier) for any purposes we or our affiliate deems appropriate in the exercise of our or its business judgment, including for our or our affiliate's own purposes.

For the year ending December 31, 2016, we did not receive any rebates, incentives or other payments from vendors or others. We and our affiliates do not currently have arrangements with suppliers in which we will derive revenue from the supplier because of your required purchases or leases. We reserve the right to modify and enter into supplier rebate, incentive or other arrangements in the future.

When we hold franchisee conventions, suppliers may pay booth fees and may sponsor events to participate in the convention, which might subsidize our costs to hold the convention.

We may negotiate purchase arrangements with suppliers for your benefit, including price terms and product allocation reservations, but we are not obligated to do so. You may benefit from price terms, product allocation reservations and other purchase arrangements we may negotiate, but we do not provide any material benefits to you (such as renewal rights or the ability to purchase additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Cooperatives and Interests in Suppliers

Officers of our company own an interest in our company, which supplies logistical equipment, including item cards, branch specific currency, weapon tags and marshal buttons to our franchisees, in our affiliate Eschaton Media Inc., a supplier of books to our franchisees, and in Imagine Nation Collective LLC, which offers convention and social networking services to our franchisees. Officers of our company do not own an interest in any other privately held suppliers, or a material interest in any publicly-held suppliers to our franchisees.

We do not have, or participate in, any purchasing or distribution cooperatives.

The requirements described in this Item (and in other Items) represent DYSTOPIA RISING® System for Branch at the present time. However, we retain the right to change these requirements, including any single-source requirements, as DYSTOPIA RISING® System evolves over time and the needs of DYSTOPIA RISING® System change.

Item 9

FRANCHISEE'S OBLIGATIONS

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

FA – Franchise Agreement

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	**FA** Sections 2.o and 2.p	Items 7 and 11
b. Pre-opening purchases/leases	**FA** Sections 2, 3 and 6	Items 5, 7, and 8
c. Site development and other pre-opening requirements	**FA** Sections 2, 3 and 6	Items 7 and 11
d. Initial and ongoing training	**FA** Sections 2.k, 7.e and 7.f	Item 11
e. Opening	**FA** Section 2.q	Item 11
f. Fees	**FA** Sections 3.j, 3.n, 7.e, 7.f, 8, 9, 12.d, 13.c, 14.b, 15.c, 18.d, 19.f and 20.c	Items 5, 6, 7 and 17
g. Compliance with standards and policies/operating manual	**FA** Sections 2, 3, 4, 5, 6 and 12	Items 11 and 16
h. Trademarks and proprietary information	**FA** Sections 10 and 11	Items 13 and 14

Obligation	Section in Agreement	Disclosure Document Item
i. Restrictions on products/services offered	**FA** Section 2.a	Items 8, 11, and 16
j. Warranty and customer service requirements	**FA** Section 5	Item 15
k. Territorial development and sales quotas	**FA** Section 2.h	Item 12
l. On-going product/service purchases	**FA** Section 6	Item 8
m. Maintenance, appearance, and remodeling requirements	**FA** Sections 2.o, 3, 5 and 6	Item 8
n. Insurance	**FA** Section 2.b	Item 6 and 8
o. Advertising	**FA** Sections 2.n and 9	Items 6, 7, 8, and 11
p. Indemnification	**FA** Sections 14.b and 20	Items 6 and 13
q. Owner's participation/ management/staffing	**FA** Sections 2.j, 2.k and 21	Item 15
r. Records and reports	**FA** Sections 2, 3, 4, 5 and 12	Item 6
s. Inspections and audits	**FA** Sections 3.q and 12	Item 6
t. Transfer	**FA** Sections 13 and 14	Items 15 and 17
u. Renewal	**FA** Section 15	Item 17
v. Post-termination obligations	**FA** Sections 17 and 18	Item 17
w. Non-competition covenants	**FA** Section 18	Item 17
x. Dispute resolution	**FA** Section 19	Item 17
y. Other: Guarantee of franchisee obligations (note 1)	**FA** Section 21.b and **Exhibit 1**	Items 1, 15 and 17

Note:

(1) Each individual who owns an interest in a business entity franchisee must guarantee payment by you to us under the Franchise Agreement and your performance of your obligations under the Franchise Agreement. Each individual equity owner must also agree to be bound by certain provisions of the Franchise Agreement. Any new owners of the franchise entity must also agree to be jointly and severally liable under the Franchise Agreement, to guarantee the entity's obligations to us and to be individually bound by certain provisions of the Franchise Agreement.

Item 10

FINANCING

We allow you to pay the annual franchise fee of $2,000 for the first year of the term in one of two ways, without any interest charge:

i. as a single lump sum of $2,000 within 30 days of the date of the Franchise Agreement; or
ii. in two equal installments of $1,000 each, the first installment due within 30 days of the date of the Franchise Agreement and the second installment within 60 days of the date of the Franchise Agreement.

The only security we require is a personal guarantee by all the equity owners of your business entity, if you are an entity. (Franchise Agreement, Sections 13.e and 21.b; Continuing Guaranty attached as Exhibit 1 to the Franchise Agreement). The balance due can be prepaid without penalty at any time. (Franchise Agreement, Section 8.a). If you do not pay on time, you will be in default under the Franchise Agreement and you will pay interest at the rate of 10% per year, compounded monthly, or the highest interest rate allowed by state law, whichever is lower (Franchise Agreement, Section 8.d), and we can obtain court costs and attorney's fees if a collection action is necessary. (Franchise Agreement, Sections 16.b and 19.f). We also have the right to terminate your franchise if you do not make your payments on time and the default continues 21 days after you receive written notice of the default. (Franchise Agreement, Section 16.b). Your equity owners as guarantors waive their rights to any defense arising by reason of any disability of defense of the entity franchisee or by reason of the cessation from any cause whatsoever of the liability of the entity franchisee. (Continuing Guaranty, second paragraph).

Except as disclosed above regarding your option to pay the franchise fee for the first year of the term in installments, we do not offer direct or indirect financing to franchisees. We do not guarantee your note, lease or obligations.

Item 11

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

Except as listed below, DYSTOPIA RISING LLC is not required to provide you with any assistance.

1) Pre-opening assistance. Before you open your Branch, we will:

1. Provide you with an online and/or in person initial training program. (Franchise Agreement Sections 7.e.i and 7.e.ii).

2. Assist you in coordinating and implementing the grand opening of your game. (Franchise Agreement Section 7.e.iii).

3. Provide initial advice and assistance to you in operating and promoting your game. (Franchise Agreement Section 7.e.iv).

4. Designate the area in which you will develop and operate your Branch and conduct your games and designate your protected area. (Franchise Agreement Sections 1.d and 7.e.v).

5. Lend to you (or allow you electronic or other access to) one copy of the Operating Manual. (Franchise Agreement Section 7.e.vi.)

2) Post-opening assistance. During the operation of your Branch, we will:

1. Offer additional, ongoing and supplemental training programs and licensee and franchisee conventions to you as we deem appropriate in our business judgment. (Franchise Agreement Section 7.f.i).

2. Provide continuing advice and assistance to you in operating and promoting games and the management of your Branch, as we deem appropriate in our business judgment, which we may provide via telephone, email, internet, DVD, intranet, webinar, other form of electronic communication, personal meeting or other method determined by us in our sole business judgment. (Franchise Agreement Section 7.f.ii).

3. Provide networked communication tools online for inter-Branch communication, networking, and promotions. (Franchise Agreement Section 7.f.iii).

4. Provide online character database management tools, updating live with our expanding market and company needs. (Franchise Agreement Section 7.f.iv).

5. Provide the opportunity for Branches to have an online game, fan base forum, and local game materials packet. (Franchise Agreement Section 7.f.v).

6. Lend to you (or allow you electronic or other access to) one copy of the Operating Manual. (Franchise Agreement Section 7.f.v).

7. Provide a networked gaming world which allows players from other existing Branch games to travel to attend your Branch game. (Franchise Agreement Section 7.a).

8. Link your Branch's website presence under the parent Dystopia Rising website. Provide cross-promotion in the form of internet links and convention presence. (Franchise Agreement Section 2.l).

9. We will house the character and player database software (available online) as well as director communication support to Branch Directors. (Franchise Agreement Section 7.c).

10. We will notify you of changes to the Operating Manual, with 30 days written notice. (Franchise Agreement Section 7.d).

11. We have established a Marketing Fund, and we will administer the Marketing Fund as stated in the Franchise Agreement and as described below. (Franchise Agreement Section 9).

We provide assistance with providing equipment, signs, fixtures, opening inventory and supplies. We are currently the only approved supplier for certain logistical equipment, including a starter set of game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins and staff t-shirts, which we deliver but do not install. We only provide names of approved suppliers or written specifications for the other items.

3) Advertising and promotion.

a. Franchisor Marketing: We will maintain a Marketing Fund to which franchisees must contribute up to 2% of their Gross Revenues. The current rate is 2%. Our company-owned or affiliated Branches will make contributions to the Marketing Fund on the same basis as required of the franchise owners. (Franchise Agreement Section 9.a). We intend to have all our franchisees obligated by contract to contribute to the Marketing Fund at the same rate.

We have sole authority over all matters relating to the Marketing Fund, provided always it is used for the conduct, formulation, development and production of advertising, marketing, promotion and public relations programs and materials, research or administration of the Marketing Fund. The Marketing Fund may be used for (among other things) product development, signage, marketing, advertising and public relations, administration expenses relating to the Marketing Fund, brand/image campaigns, media, national, regional and other marketing programs, third party and employee fees and costs relating to the Marketing Fund, web site

development/operation and to pay Internet, Intranet, 800 or similar numbers, and other charges, fees and/or expenses. (Franchise Agreement Section 9.b).

We and/or any of our affiliates can provide goods, services, materials (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Marketing Fund, including operating expenses and the proportionate compensation of employees, provided that any compensation is reasonable in amount. (Franchise Agreement Section 9.c). We do not currently use an advertising agency.

The Marketing Fund will be accounted for separately and annual account summaries will be provided to you at the expense of the Marketing Fund. The Marketing Fund account summaries do not have to be independently audited. We do not intend to, but we may make a profit from the Marketing Fund. We will not use the Marketing Fund for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement and on the web site indicating that franchises are available for purchase and related information. (Franchise Agreement Section 9.d).

We may spend, in any year, an amount greater or less than the aggregate contributions to the Marketing Fund in that year, and the Marketing Fund may borrow to cover deficits of the Marketing Fund or invest any surplus. If we have excess monies in the Marketing Fund, we will make expenditures in the next year first from monies collected in prior years, next out of any earnings in the prior or current year and then from Marketing Fund contributions collected in the current year. We make no representation regarding the deductibility of the Marketing Fund contributions for tax purposes generally or for any specific tax year. (Franchise Agreement Section 9.e).

We have no obligation to ensure that expenditures by the Marketing Fund are or will be proportionate or equivalent to contributions to the Marketing Fund by Branches operating in any geographic area, or that any Branch will benefit directly, indirectly or in proportion to its contribution to the Marketing Fund. (Franchise Agreement Section 9.f).

We may maintain the Marketing Fund contributions in a separate bank account or hold them in our general account and account for them separately, or we may establish separate entities to administer the Marketing Fund contributions. Although we would intend the Marketing Fund to be of perpetual duration, we maintain the right to terminate the Marketing Fund or to create new accounts or merge accounts. We will not terminate the Marketing Fund until all money in the Marketing Fund has been expended for advertising, marketing, public relations or other appropriate purposes or returned to contributors on the basis of their respective contributions. The monies contributed to the Marketing Fund will not be considered to be trust funds. We and any designee will not have to maintain the monies in the Marketing Fund in interest bearing accounts or obtain any level of interest on the monies. (Franchise Agreement Section 9.g).

In 2016, we spent the Marketing Fund contributions 36% on video production, 0.63% on media placement and 63.37% on the administration of the Marketing Fund campaigns and social media.

We do not have the power to require regional advertising cooperatives to be formed.

We or our affiliates may establish and maintain a website to provide information about the DYSTOPIA RISING system of Branches and the games, services and products offered. We will have sole control over the System website we establish but we may configure the website to accommodate a series of interior pages dedicated to your Branch. We will provide the basic guidelines for you to build your webpages, or possibly separate website, including use of the Dystopia Rising domain name(s), trademarks, and general graphics and layout. We or our affiliates may, at our or their sole business judgment, from time to time, without prior notice to

you: (a) change, revise, or eliminate the design, content and functionality of the System website; (b) make operational changes to the System website; (c) change or modify, or modify the URL and/or domain name of the System website; (d) substitute, modify, or rearrange the System website, including in any manner that we or our affiliates consider necessary or desirable to, among other things, (i) comply with applicable laws, (ii) respond to changes in market conditions, technology, or any other circumstances; (iii) limit or restrict end-user access (in whole or in part) to the System website; and (e) disable or terminate the System website, in each case without any liability to you. Notwithstanding the above, we will provide you with at least 30 days' notice of any changes being made to our guidelines before you must implement any changes we require when it is practical to do so, in our business judgment. Any modifications (including customizations, alterations, submissions or updates) to the content of your webpages for any purpose will be advertising requiring our prior approval and we will own the intellectual property rights in and to all modifications. Your website URL name will follow our designated format www.dystopiarisingSTATE INITIALS.com unless we otherwise direct or consent to your use of another name. We intend to own the URL(s) and/or domain names that you will use. While we will provide the basic guidelines for you to build your website, including use of the Dystopia Rising domain name(s), trademarks, and general graphics and layout, you are responsible for your own website content and upkeep. You are encouraged to reach out to us, local vendors or players for assistance as needed. You must keep your website within the visual branding of Dystopia Rising as outlined in the Operating Manual or other materials we provide to you. Even though we may authorize you to obtain any URL(s) and/or domain name(s) referencing the Marks, we will own the URL(s) and/or domain name(s) that refer to the Marks, and you will execute any assignments and take any procedures before the competent authorities as may be necessary to secure our rights over any such URL(s) and/or domain name(s), for no additional consideration, at any time during the term of this Agreement upon our request and upon the expiration or termination of this Agreement. You will immediately cease using any URL(s) and/or domain name(s) referencing the Marks upon the expiration or termination of this Agreement. (Franchise Agreement Section 2.l).

b. Regional Advertising Fund:

We do not have the right to designate any geographical area for the purpose of establishing a regional advertising fund.

c. Local advertising, marketing and promotion: You are responsible for marketing and promoting your Branch in your local market.

You must expend for local and regional advertising, marketing, and business promotion the difference, if any, between the marketing contribution you pay to the Marketing Fund and 2% of the Gross Revenue of your Branch for the preceding month. (Franchise Agreement Section 9.h).

All advertising by you of any type will be conducted in a dignified manner and will conform to the standards and requirements we prescribe. You will submit to us for approval, samples and descriptions of all advertising and promotional plans, webpages, electronic content, emails, materials and methods of delivery that you desire to use and that have not been prepared or previously approved by us. You will not use any advertising or promotional plans, webpages, electronic content, emails, materials or methods of delivery or posting unless and until you have obtained written approval from us, and you will not use any advertising or promotional program that was approved by us more than 12 months before your planned date of publication, posting, delivery or use, without first receiving our written approval to use or publish those materials. (Franchise Agreement Section 2.n).

You will keep detailed records of all advertising expenditures and commitments and submit reports in the form and manner we prescribe no later than the twentieth day of each month. If you

have not spent the required amounts, you must immediately spend the deficient amounts in the manner and over the time period we approve. (Franchise Agreement Section 9.i).

We retain the right in our sole business judgment to require you to participate in certain system wide promotions and programs. These programs may include your mandatory participation in cross promotion of DYSTOPIA RISING merchandise, local advertisement, or cross Game storytelling, and event promotion. (Franchise Agreement Section 9.j).

d. Advertising Cooperatives or Advertising Council

We currently do not have any advertising cooperatives or an advertising council.

4) Computer Requirements

We have the contractual right to specify the type of cash register system and computer system used in connection with your Branch to record and report sales and support operations and communications, including any specified accounting and finance software systems. If we do not specify particular systems, you must use software systems conforming to any requirements we prescribe from time to time, including electronic systems with online access for us. You will obtain and maintain all computer hardware, software, high speed internet connection, equipment and supplies for operation of your Branch according to our specifications. You will purchase, lease and/or license new or modified computer hardware and/or software and obtain service and support for your computer system to comply with any modifications to the specifications to our computer systems (both hardware and software). We reserve the right to use, and to have full access to, all cash register, computer and any other systems, and the information and data they contain. There are no contractual limitations on our right to access any information and data. We also reserve the right to amend, on the giving of reasonable notice, our requirements and you must comply with our amended requirements. There are no contractual limitations on the frequency and cost of your obligation to comply with our changes.

We do not currently designate the computer hardware you must use or particular computer specifications. You must have at least one computer with monitor or a laptop which you may acquire from any source, capable of running a recent version of Microsoft Office and Microsoft Excel, and allowing you high speed access to the Internet, use of email and use of the online Dropbox program.

We estimate the cost of one computer or laptop and up to three printers, with Microsoft Office and Microsoft Excel, to cost up to $1,000. You may not need three printers. It will be your responsibility to enter into contracts for the training, maintenance, support, upgrades and updates to the computer hardware and software with your chosen supplier, or a supplier we may designate in the future. We estimate maintenance and support services will cost an annual fee of $100 to $200 per year.

Except as noted, we are not obligated to provide any hardware or software products to you or to provide installation, call center, maintenance or Internet services to you for your hardware and software components. We may, from time to time, add additional or enhanced software and/or hardware components and/or call center, maintenance or Internet features to the required systems and you will be required to keep the systems upgraded at your expense and at the times we specify. None of the hardware or software companies listed above is contractually obligated to provide you with ongoing upgrades or updates except as noted.

5) Confidential Operating Manual.

The Operating Manual, which consists of our rules, regulations and System Requirements, is distributed in electronic format. We reserve the right to provide the Operating Manual in a paper version. Paper copies can be delivered upon request. Contact Ashley Zdeb at

Ashley@DystopiaRising.com. The table of contents of the Operating Manual is attached to this disclosure document as **Exhibit G**. The number of pages in the Operating Manual as of the date of this disclosure document is 27 1/2, and the number of pages devoted to each subject in the Operating Manual is reflected in the table of contents.

6) Site selection.

You will, at your expense, sign an agreement to lease or purchase a suitable location to serve as the office to conduct the operation of your Branch. You may use your residence or other property that you already own or lease. You must investigate and comply, at your expense, with all local, state, and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time during related to the construction or use of your office location, including all business or other licenses and all zoning, environmental and building code requirements. We do not approve the location of your office.

You will, at your expense, sign agreement(s) to lease, rent or purchase suitable location(s) to conduct your weekend events at an appropriate outdoor venue with adequate land according to our specifications. Typical locations are campgrounds, often owned by Girl Scouts, 4H Clubs, etc. The typical game venue has between 100-200 acres. The campsite should be able to accommodate a minimum of 150 people for an overnight event during the winter. Your outdoor venues will be subject to our approval.

We do not intend to own the premises of either your office or your outdoor venue and lease it to you; rather, we require you to purchase the premises or lease the premises from a landlord unrelated to us. When you have found a potential site for an outdoor venue, you should propose the location for our consideration. We will not unreasonably withhold our approval of a venue that meets our standards, including for size and accommodations, ease of access, available parking, layout and general condition. The Franchise Agreement does not specify the time period for our approval of your venue but we expect to be able to do so within 20 days after you submit a fully complete site evaluation package.

Our approval of an outdoor venue for your weekend event is not a representation, warranty or guaranty that you will be successful at the site. Our approval only means that the site meets our minimum criteria for an outdoor venue.

We do not review or approve the lease or other occupancy agreement for your outdoor venue, but you must furnish us with a copy within 20 days after it is fully signed.

We have the right to approve or withhold approval for any request to relocate your Branch. You may not relocate your Branch without our prior written approval.

7) Time to opening.

We estimate that there may be an interval of between one to two months between the signing of the Franchise Agreement and your conducting your first weekend event. This interval may vary based on factors such as selection and obtaining lease or ownership rights for the location for your outdoor events, condition of the site, the delivery of equipment and supplies, regulatory and licensing requirements, staffing and training.

You must commence operations of your Branch and conduct your first weekend event within 60 days of the date of this Agreement. If you fail to conduct your first weekend event by the required opening date it will constitute a default under the Franchise Agreement, and you will have a 28 day cure period after you receive notice of the default. If you do not cure and we terminate the Franchise Agreement, we will not refund any payment to you. (Franchise Agreement Sections 16.b and 8.)

8) Training and Assistance

We provide an online and/or in person training program to you as we deem appropriate in our business judgment covering basic operations and management of up to 20 hours. We will assist you in coordinating and implementing the grand opening of your game. We will provide initial advice and assistance to you in operating and promoting your game, as we deem appropriate in our business judgment, which we may provide by telephone, video conference, webinar, email or other electronic form of communication, or personal meetings.

Before you begin operation of the Branch and you open your game, we will offer and you must complete the initial training program currently offered online and/or in person at our affiliate's facility in Sparta, New Jersey or at a location that we designate. This training is mandatory for up to two individuals we designate, including the owner(s) and Branch Directors who will be involved in the day-to-day operations of the Branch. We will provide the initial training program to two individuals for no additional fee. We may, at your request, enroll additional individuals in our initial training program, including during the term of the Franchise Agreement if you have replacement owners and Branch Directors. We will charge you our then current fee for each additional individual we train. Our current fee is $500 for each additional individual who takes our initial training program, plus our trainer's travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable.

You will bear all expenses incurred in connection with your employees' attendance at the initial training program, including the cost of travel, lodging, meals and incidental costs. You will also pay your employees' wages, if applicable.

We may ask you and your employees to sign a Confidentiality and Noncompetition Agreement in a form satisfactory to us before we admit you to the training program.

We may require retraining if we believe that, after completion of the initial training program, you or your employees have failed to successfully complete the training to our satisfaction. This will be an additional cost to you, based on our then-current rates outlined above.

If you request continuing advice and assistance or if we deem additional advice and assistance is necessary in addition to the opening assistance we agree to provide you in connection with the opening of your Branch, or if we provide you with supplemental training programs and conventions, which we may make mandatory, and which we may present live (whether in person or via electronic media), you will pay us a training fee at our then current per diem fee, plus our employees' travel expenses, including airfare, car expenses, lodging, meals, etc., if applicable. Our current per diem fee is $100 per trainer per day. Any supplemental training fee will be due 30 days after billing. The additional, ongoing and supplemental training programs and conventions and the manner of conducting these training programs and conventions, including the length, location, program, frequency, and delivery in a class room, a training Branch, or via internet, DVD, intranet, webinar, other form of electronic communication or other method, will be determined by us in our sole business judgment.

You are responsible for identifying and approving your own player team of marshals and storytellers as well as hiring your own staff, as applicable. You must provide us with a list of all team members, including storytelling, coordination, or others, on a quarterly basis. You must comply with all federal, state, and local laws in regards to staffing. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of your Branch in accordance with training standards, procedures and materials we specify in order for you to conduct the operations of your Branch at all times in compliance with our requirements. You will never represent or imply to prospective and actual employees and players that they will be or are employed by us or our affiliates.

We reserve the right to train any number of individuals from any number of franchises at the same time.

In the event you sell your franchise, we will train the new franchisee in the same manner and under the same circumstances as those described above.

The materials we use in our training programs include our Operating Manual and any other materials that we believe will be beneficial to our franchisees. The following is an approximate breakdown of the initial training program currently in effect.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Database for player and character info (Coord)	3	0	Online
Check-in Process (Coord)	2	0	Online
Between Event Customer Service (Coord)	1	0	Online
During Event Ops Management (Coord)	2	0	Online
Marketing and Advertising (Coord & ST)	2	0	Online
Pre-Event Preparation (Coord)	2	0	Online
Community Management (Coord & ST)	2	0	Online
Team Training (Coord & ST)	2	0	Online
Organize Freelance writers (ST)	1	0	Online
Plot Design (ST)	1	0	Online
Environment Design (ST)	1	0	Online
Community Development (ST & Coord)	1	0	Online
Resource Development (ST)	2	0	Online
Weekend Plot organization and tracking (ST)	2	0	Online
Character Approval/Background and cohesion (ST)	1	0	Online

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Finances, site rentals, contracts (Coord)	1	0	Online
Total	**26**	**0.**	

The hours of classroom training and hands-on training are guidelines by which the training is conducted and may vary. Dependent on distance and schedule, we may opt to do any of this training in person at a designated DYSTOPIA RISING event. We can amend or shorten training for persons previously trained or with appropriate experience. We may adjust the training course curriculum in the future. We are currently offering the initial training program periodically as needed. In the future we may offer the Initial Training Program on a regular schedule, depending upon demand. We do not maintain a regular schedule for supplemental training. We will provide supplemental training on an as needed basis. Supplemental training will vary in length, typically between one and three days, depending upon the changes that have occurred since initial training and the abilities and needs of the individuals. Supplemental training will generally follow the subject outline of initial training, as it then exists, reviewing certain subjects quickly and spending more time in areas that have changed or that the individuals need to review.

Training will be under the supervision of Ashley Zdeb, and will be provided by Ashley Zdeb, Michael Pucci, Jeff Moxley or a certified and designated trainer. Ashley Zdeb has over 16 years of experience in the Live Action Role-Playing (LARP) field and over seven years of experience with our company and its affiliates. Michael Pucci has over 20 years of experience in the LARP field and over seven years of experience with our company and its affiliates. Jeff Moxley has over 16 years of experience in the LARP field and over three years of experience with our company and its affiliates. More information on Ashley's, Michael's and Jeff's backgrounds and experience is disclosed in Item 2. Trainers do not specialize in any subject. Other members of our staff and of our affiliates' staffs may assist in the training program.

Item 12

TERRITORY

You will operate your Branch in a specified city and state. You will conduct the weekend events for your Branch within a defined territory described in the Franchise Agreement, which will typically be within 30 miles of the center of the specified city, except your game territory will not extend into another state even if located within the designated radius. You may conduct the weekend events only within your defined game territory and may not relocate your game territory without our approval. You must obtain our prior written approval if you wish to relocate your Branch and your game territory. We consider the same factors in reviewing your initial location and any potential new location.

You will receive an exclusive territory which we refer to as your protected area (the "Protected Area"). We will describe the Protected Area in your Franchise Agreement before you sign it after taking into consideration population density and other factors. The Protected Area will typically be a radius of 150 miles of the center of the specified city, except the Protected Area will not extend into another state even if located within the designated radius. Your Protected Area is not dependent upon your achievement of a certain sales volume, market penetration or other contingency, however you must have a minimum of 75 individual active players/members at the close of each calendar year or you will be in default of the Franchise Agreement, permitting us to terminate the Franchise Agreement if you do not

cure the default within the cure period. The size of your Protected Area will remain unchanged during the term of the Franchise Agreement even if the population changes. We do not have the right to alter the size of the Protected Area during the term of the Franchise Agreement for any reason.

Except as stated below, and provided that you are in full compliance with the Franchise Agreement, we and/or our affiliates will not own or operate or grant a franchise for the operation of another **DYSTOPIA RISING®** Branch at a location within your Protected Area during the term of the Franchise Agreement. Except as expressly limited by the previous sentence, there are no restrictions on us from soliciting or accepting orders from consumers inside your Protected Area, and we retain all rights with respect to **DYSTOPIA RISING®** Branch, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including:

(1) the right to own, operate, franchise or license, within the Protected Area, any business concept which is not a Branch that uses the Marks and the System, including Branches operating under names other than the Marks associated with the System;

(2) the right to use and to license others to use, the System for the operation and licensing of other Branches located outside of the Protected Area; and

(3) the right to sell directly or license others to sell goods and services authorized to be offered by your Branch under the mark DYSTOPIA RISING® or any other name or trademark, other than from a Branch. These other means of selling or licensing, also referred to as alternate channels of distribution, may include sales of goods and services by catalog, mail order, toll free telephone numbers, or electronic means, for example, via the Internet. We do not grant you any rights to distribute products through alternate channels of distribution. You have no right to share, nor do you expect to share, in any of the proceeds we, our affiliates or our franchisees or licensees or any other party receives in connection with any alternate channel of distribution.

We are not required to pay you if we exercise any of the rights specified above inside (or outside) your Protected Area.

You have no options, rights of first refusal, or similar rights to acquire additional franchises.

We do not restrict you from soliciting or accepting orders from outside your Protected Area, but you do not have the right to use other channels of distribution (including the Internet) to make sales outside your Protected Area.

We and other franchisees are entitled to conduct marketing activities (especially advertising on the Internet and through social media, in newspapers, magazines, radio and television) directly or through others, and such activities may be received by persons within the Protected Area even though they are aimed principally outside the Protected Area.

As of the date of this disclosure document, we have not established or franchised, and we have no plans to establish or franchise, other businesses offering similar services or products under different trademarks within the United States, but we reserve the right to do so, and our affiliates may also do so. Our affiliate Utopia Descending has established a business known as **UTOPIA DESCENDING** that operates a live action business in combination with elements of augmented reality games (ARG) based around the concept of providing completely immersive 'pay to play' gaming experiences and plans to begin offering franchises in the fall of 2017. An affiliate-owned **UTOPIA DESCENDING®** business began operating in Connecticut in April 2017. You may compete with the businesses operated by Utopia Descending and its affiliates and franchisees. The **UTOPIA DESCENDING®** businesses are not restricted as to where they may solicit or accept orders and they may compete with **DYSTOPIA RISING®** Branches and solicit or accept orders in your Protected Area. There is no formal mechanism in place for resolving any conflict that may arise between your **DYSTOPIA RISING®** Branch and the

UTOPIA DESCENDING® businesses operated by Utopia Descending and its affiliates and franchisees. However, we do not expect any material conflicts regarding territory, customers and franchise support. We and Utopia Descending have the same principal business address as stated in Item 1 and we do not currently maintain or plan to maintain physically separate offices or training facilities, except to the extent training is provided online or at an existing **DYSTOPIA RISING®** Branch or **UTOPIA DESCENDING®** business training will effectively be provided at separate facilities or via separate online portals.

Item 13

TRADEMARKS

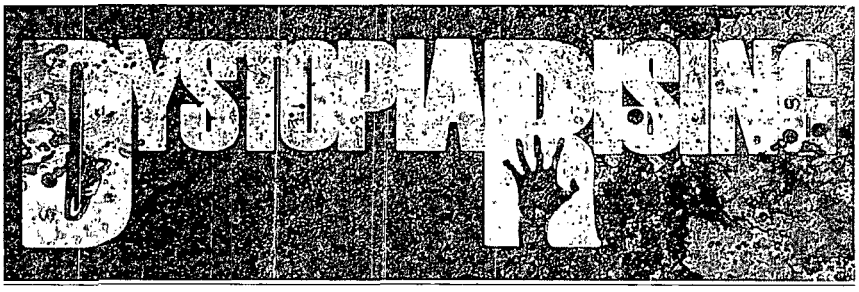
Under and in accordance with terms of the Franchise Agreement, we grant you the right to use our Marks in the operation of the Branch, including the right to operate your Branch under the name "**DYSTOPIA RISING**". When we state "our" Marks, this also includes Marks owned by Michael Pucci, our co-founder, which have been licensed to us for use.

The Marks currently include the following principal Mark that is registered on the Principal Register in the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	International Class of Goods
Dystopia Rising (Standard Character Mark)	4,236,895	November 6, 2012	16

This mark has not been registered under any state law. All required affidavits and renewals pertaining to this mark have been filed.

The Marks currently also include the following logo that has not been separately registered in the United States Patent and Trademark Office that incorporates the **DYSTOPIA RISING** registered standard character mark:



The Marks listed above are all of the principal Marks we grant you the right to use in the operation of the Branch as of the date of this disclosure document, but they may not be all of the Marks we license to you. We may also add or subtract from this list.

Michael Pucci has licensed to us the right to use the Marks and the **DYSTOPIA RISING®** System, and to sublicense them to our franchisees under a license agreement between Michael Pucci and

us dated April 1, 2012. The term of the license agreement lasts until April 1, 2022. Michael Pucci may terminate the license agreement with cause if (i) we are in breach of any material term or obligation of the license agreement, and fail to cure the breach within 30 days after receipt of written notice; (ii) any materials actually used are of lower quality than the samples approved by Michael Pucci; or (iii) we commit any act or fail to act in a way that Michael Pucci reasonable believes is likely to harm or adversely affect, in a material way, the goodwill, reputation or interest of Michael Pucci in the Marks. We or Michael Pucci may terminate the license agreement at any time by written notice given at least 30 days in advance of the stated termination date.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigations, involving the Marks. Except for the license from Michael Pucci to us with respect to the Marks and **DYSTOPIA RISING®** System, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks and **DYSTOPIA RISING®** System in any manner material to the franchise. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must follow our rules when you use the Marks. You are prohibited from using the Marks as part of any business entity name or Internet domain name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed by us to you). In addition, you may not use the Marks in selling any unauthorized service or in any other manner we have not explicitly authorized in writing. You may not, in any way, alter our Marks in color, proportions, or by adding, deleting, or modifying the Marks in any way.

You must promptly notify us of any infringement of, or challenge to, your use of the Marks. We and/or Michael Pucci will take whatever action we and/or Michael Pucci deem appropriate in our and/or its sole and exclusive business judgment to protect the Marks. Under the Franchise Agreement, we have the right to control any litigation or administrative proceeding with respect to the Marks. You will cooperate in the prosecution or defense of any action we undertake.

If we decide that you should modify or discontinue your use of any Mark and/or use one or more additional or substitute Marks, you must comply with this decision. We are not obligated by the Franchise Agreement or otherwise to protect any or all rights that you have to use our Marks or to protect you against claims of infringements or unfair competition with respect to our Marks. The Franchise Agreement does not provide for you to receive compensation for tangible costs of changing any Mark.

Under the Franchise Agreement, you agree not to contest, directly or indirectly, our or Michael Pucci's ownership, title, right or interest in the Marks, trade secrets, methods, procedures and marketing techniques that are part of our business or to contest our or Michael Pucci's sole right to register, use or license others to use the Marks, trade secrets, methods, procedures and techniques.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We, our licensor Michael Pucci and our affiliate Eschaton Media Inc. claim copyright protection of our and their respective books, blueprints, item cards, branch specific currency, weapon tags, marshal buttons, architectural plans and designs, the Operating Manual, stories, written materials, website and webpages, and other materials although these materials may not have been registered with the United States Registrar of Copyrights. These materials are considered our, Michael Pucci's and Eschaton Media Inc.'s respective property and confidential and may only be used by you as provided in the Franchise Agreement.

There currently are no effective determinations of the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or to defend you against claims arising from your use of copyrighted items.

The Franchise Agreement provides that you acknowledge that your entire knowledge of the operation of the Branch, including the specifications, standards and operating procedures of the Branch, is derived from information we disclose to you and that all this information is confidential and our trade secret. You agree to maintain the absolute confidentiality of all information you receive from us or learn as a franchisee during and after the term of the franchise. You must inform your employees and others having access to confidential information and/or the System of the obligation to maintain the information in confidence and subject to applicable law, they must sign a Nondisclosure Agreement in a form satisfactory to us, giving us and Michael Pucci the right to enforce the agreement as third party beneficiaries. You also agree under the Franchise Agreement to disclose to us any ideas, concepts, techniques or material concerning the System or the operation of the Branch, including marketing materials that you or your employees create. All of these creations will be our and/or Michael Pucci's property. The Nondisclosure Agreement attached as **Exhibit D** is currently considered a satisfactory form to address confidentiality and ownership of creations.

If we change any specification, standard or operating procedure applicable to the operation of your Branch or change the Marks or all or any part of the System, through changes to the Operating Manual or notice to you, you will take all actions, at your expense, to implement these changes.

You will promptly notify us of any unauthorized use or misappropriation of the Operating Manual or any material in which we or Michael Pucci claim copyright protection, any trade secrets or confidential information, knowledge, or know-how. You will also cooperate in the prosecution or defense of any action related to the confidential information, the Operating Manual or any material in which we or Michael Pucci claim copyright protection, any trade secrets or confidential information, knowledge, or know-how, and will render any assistance we or Michael Pucci think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of the confidential information, the Operating Manual or any material in which we or Michael Pucci claim copyright protection, any trade secrets or confidential information, knowledge, you will inform us by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the materials or information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving these materials or information. If we or Michael Pucci in our or his business judgment, undertake the defense or prosecution of any

litigation relating to your use of these materials or information, you agree to sign any and all documents, and to render any assistance as may, in the opinion of our or his lawyers, be reasonably necessary to carry out the defense or prosecution.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We intend to select franchisees who plan to actively manage the direct operations and daily business affairs of the **DYSTOPIA RISING®** franchised business. You must use devote full-time and best efforts to the management and operate of the Branch. We do require that you personally serve as franchisee under the Franchise Agreement, or if you are a business entity we permit (partnership, corporation, limited liability company), that a principal equity owner of the business entity ("Principal") or Branch directors we have approved ("Branch Directors") discharge the franchisee duties. We require two Principals/Branch Directors.

All Principals and Branch Directors conducting day-to-day management and operation of the Branch must attend and complete to our satisfaction the initial training program described in Item 11. Any replacement Principal or Branch Director must meet our approval before assuming the position and must complete our initial training program to our satisfaction. We do require that each Branch Director have an equity interest in your business.

As permitted by law, you must have all of your employees and independent contractors sign a Nondisclosure Agreement that is satisfactory to us. The Nondisclosure Agreement attached as **Exhibit D** to this disclosure document is currently considered a satisfactory form. Your Branch Directors must also agree to make noncompetition covenants that are satisfactory to us. The Nondisclosure and Noncompetition Agreement attached as **Exhibit E** to this disclosure document is currently considered a satisfactory form for Branch Directors.

If you are an entity, your equity owners will sign a separate Continuing Guaranty attached as an exhibit to the Franchise Agreement and agree to be personally bound by certain obligations of the Franchise Agreement, including the sections relating to protection of our rights to the System, confidentiality, unauthorized use, noncompetition, indemnification, dispute resolution and enforcement, providing information and transfer restrictions, as applicable, and to guarantee your performance and payment obligations under the Franchise Agreement and related agreements.

If you are individual(s), we will permit the Franchise Agreement to be assigned to a general partnership, corporation or limited liability company formed for the convenience of ownership of the franchise business as disclosed in Item 17, but you will remain personally liable and will guarantee the entity's obligations to us.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may conduct only **DYSTOPIA RISING®** related materials at designated pay to play gaming events. You must offer the services, products and programs we specify in the Operating Manual or in writing, in strict adherence to our standards and specifications. You may not sell any service, product or program that we have not authorized and you must discontinue offering any service, product or program that we may, in our sole and exclusive business judgment, disapprove in writing at any time. We have the

right to change the types of authorized services, products and programs, and there are no limits on our right to make changes.

You cannot use the Branch for any other business without prior written approval from us.

You are not limited in the customers to whom you may sell services, products and programs, except that each person who attends a weekend event must have an active membership within our network regardless of their status during an event, and you may not take part in any mail order, catalog or Internet business or any other alternate channel of distribution without our prior written consent.

We may periodically change the System to better serve the needs of our customers and/or our franchisees. If so, we will inform you of the change in writing. In this case, you must comply with the changes.

We may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors we consider relevant in our sole and exclusive business judgment.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision		Section in franchise or other agreement	Summary
a.	Length of the franchise term	Section 15.a	The initial term is 5 years.
b.	Renewal or extension of the term	Section 15.a	Up to 3 renewal terms of 5 years each, subject to item c. below.
c.	Requirements for franchisee to renew or extend	Sections 15.b and 15.c	You may renew the Franchise Agreement if you meet our requirements, including that you: • Have given timely written notice of your intent to renew; • And your Branch must full comply with the System then applicable for new Branches and the Operating Manual; • Signed a current Franchise Agreement; • Paid the annual franchise fee for the first year of the renewal franchise; and • Signed a general release. You may be asked to sign a contract with materially different terms and conditions than your original contract.

Provision		Section in franchise or other agreement	Summary
d.	Termination by franchisee	Section 16.d	You can terminate the Franchise Agreement after 2 years but only as of the second, third or fourth anniversary of the date of the Franchise Agreement by providing notice not more than 6 months and not less than 2 months, of the intended authorized termination date. You may also terminate under any grounds permitted by applicable law.
e.	Termination by franchisor without cause	None	Not Applicable.
f.	Termination by franchisor with cause	Section 16	We can terminate the Franchise Agreement only if you default.
g.	"Cause" defined – curable defaults	Section 16.b	We can terminate if you fail to cure within the following number of days after notice: 7 days if default relates to Marks or Confidential Information; 21 days for failure to pay us, our affiliates or any lender; 28 days for all other defaults under the Franchise Agreement not listed in this item g or in item h below.
h.	"Cause" defined – non-curable defaults	Section 16.a	Bankruptcy, abandonment, conviction of a felony or other crime involving moral turpitude or affecting reputation or goodwill, engage in dishonest or unethical conduct, conduct involving moral turpitude or other conduct affecting reputation or goodwill, creating a threat or danger to health or safety, failure to comply with anti-terrorism laws.
i.	Franchisee's obligations on termination/non-renewal	Section 17	Cease operating franchise business; cease use of Marks; cease use of System; cancel assumed name registrations; pay outstanding amounts to us, our affiliates and third parties; return all manuals and turn over records relating to the Branch; comply with post-term obligations; not use any recommendation provided to you as a result of your work as franchisee; at our option sell to us unused supplies and other items.
j.	Assignment of contract by franchisor	Section 13.a	There are no restrictions.
k.	"Transfer" by franchisee – defined	Section 13.b	Transfer includes the transfer of any right or interest in the agreement, in you if you are a business entity or in the assets of the franchise.
l.	Franchisor approval of transfer by franchisee	Section 13.b	We have the right to approve all transfers.

Provision		Section in franchise or other agreement	Summary
m.	Conditions for franchisor approval of transfer	Sections 13.c and 13.e	Transferee qualifies; transfer fee paid; if we produced the transferee you pay us a sales commission; you are not in breach; sale must be completed prior to agreement expiration; sign termination agreement including reaffirmation of covenant not to compete and a general release; transferee signs our then current form of franchise agreement; transferee satisfies all licensing and other state law requirements; transferee or its equity owners or Branch Directors satisfactorily completes training; you or transferee agree to bring the Branch in compliance with our then current System; we have approved material terms; and we have not exercised our right of first refusal. If transferee is an entity, entity must be newly organized; all equity owners must sign guaranty and agree to be bound by certain provisions of the Franchise Agreement; we are given copies of entity governing documents.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 13.f	We can match any offer to purchase.
o.	Franchisor's option to purchase franchisee's business	Section 17.h	We have the option to purchase unused supplies and other items upon termination or expiration of the Franchise Agreement. Our option may be exercised at original cost.
p.	Death or disability of franchisee	Section 14	Business must be transferred within 28 days. Heirs may continue to operate the business provided they meet our standards for a transferee. We will manage the business for a fee if no transferee has acquired the business after 28 days. We may terminate the Franchise Agreement if no transferee has acquired the business within 6 months and pay you 5% of annual turnover of last calendar year.
q.	Non-competition covenants during the term of the franchise	Section 18.a	You will not: • divert any business or potential customer of the business to any competitor or do anything injurious or prejudicial to the goodwill of the Marks and the System, • employ or seek to employ persons who are employed by us or another franchisee or induce them to leave, or • own, maintain, engage in, be employed by, lease real estate to, finance or have any interest in any live action and table top production business or other business providing products or services that compete with a Branch.

Provision		Section in franchise or other agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 18.b	You covenant that for a period of one year following expiration, transfer or termination, you will not: • divert any business or potential customer of the business to any competitor or do anything injurious or prejudicial to the goodwill of the Marks and the System, • employ or seek to employ persons who are employed by us or another franchisee or induce them to leave, or • own, maintain, engage in, be employed by, lease real estate to, finance or have any interest in any live action and table top production business or other business providing products or services that compete with a Branch, within your game territory, or • own, maintain, engage in, be employed by, lease real estate to, finance or have any interest in any live action and table top production business or other business providing products or services that compete with a Branch, within your game territory a radius of a radius of 100 miles from the premises in the United States of any then existing or proposed Branch operated by our franchisee or by us.
s.	Modification of the agreement	Section 27	Generally, no modifications unless mutually agreed to in writing. Operating Manual is subject to change.
t.	Integration/merger clause*	Section 27	Only terms of Franchise Agreement (including all attachments) are binding (subject to state law, see **Exhibit L**). Any statements or promises not in the Franchise Agreement or in this disclosure document should not be relied upon and may not be enforceable.
u.	Dispute resolution by arbitration or mediation*	Section 19	Following an attempt at informal resolution, we and you agree to non-binding mediation in New Haven, Connecticut or a location in a city we or the mediation service select close to where our headquarters are then located (subject to state law, see **Exhibit L**). If the dispute is not settled through discussion or mediation within 60 days after delivery of a mediation notice, any party may commence litigation.

Provision		Section in franchise or other agreement	Summary
v.	Choice of forum*	Section 24.C	Litigation in the state or federal court of general jurisdiction in Connecticut for the district or county in which our headquarters are then located (subject to state law, see **Exhibit L**). We may seek injunctive relief in any appropriate forum for unauthorized use of our trademarks, the System, or copyrighted items, unauthorized disclosure of Confidential Information or for violation of any non-competition covenants, without seeking mediation.
w.	Choice of law*	Section 24.A	Except for federal laws, Connecticut law applies (subject to state law, see **Exhibit L**).

The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (Title 11, United States Code Sections 101 *et seq.*).

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin may require franchisors to make additional disclosures related to the information contained in this disclosure document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this disclosure document. See **Exhibit L** to this disclosure document.

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ashley Zdeb, Dystopia Rising LLC, 33 Dix Street, Hamden, Connecticut 06514, and telephone number 860-913-6899, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

Systemwide Outlet Summary*
For years 2014 to 2016

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	7	9	+2
	2015	9	8	-1
	2016	8	13	+5
Company Owned**	2014	1	1	0
	2015	1	2	+1
	2016	2	1	-1
Total Outlets	**2014**	**8**	**10**	**+2**
	2015	**10**	**10**	**0**
	2016	**10**	**14**	**+4**

* Before we established our franchise program in 2015, we granted licenses to use our service mark to operate **DYSTOPIA RISING®** Branches under different forms of agreement. We treat these independent licensed third party operators as franchisees for the purposes of reporting locations in this Item 20. As of January 1, 2017, all of the licensed independent third party operators then in operation had converted to the Franchise Agreement.

**The number of company-owned outlets shown is the number of Branches operated by our affiliates.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2014	0
	2015	0
	2016	0
Totals	**2014**	**0**
	2015	**0**
	2016	**0**

Table No. 3
Status of Franchised Outlets
For years 2014 to 2016

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Arkansas	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
California	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Colorado	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Florida	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Hawaii	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Indiana	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1

Table No. 3, Continued

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Kentucky	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Mass.	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	1	0	0
	2016	0	1	0	0	0	0	1
Oklahoma	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Oregon	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Penn.	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Texas	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1

Table No. 3, Continued

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Virginia	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Washington	2014	1	0	0	0	0	0	
	2015	1	0	1	0	0	0	0
	2016	0	1	0	0	0	0	1
Wisconsin	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Totals	**2014**	**7**	**2**	**0**	**0**	**0**	**0**	**9**
	2015	**9**	**3**	**1**	**0**	**1**	**2**	**8**
	2016	**8**	**5**	**0**	**0**	**0**	**0**	**13**

Table No. 4
Status of Company-Owned Outlets*
For years 2014 to 2016

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
Massachusetts	2014	0	0	0	0	0	0
	2015	0	0	1	0	0	1
	2016	1	0	0	0	1	0
New Jersey	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Totals	**2014**	**1**	**0**	**0**	**0**	**0**	**1**
	2015	**1**	**0**	**1**	**0**	**0**	**2**
	2016	**2**	**0**	**0**	**0**	**1**	**1**

*The number of company-owned outlets shown is the number of Branches operated by our affiliates.

Table No. 5
Projected Openings as of December 31, 2016

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened As of December 31, 2016	Column 3 Projected New Franchised Outlets in the Next Fiscal Year**	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year*
California	0	1	0
Louisiana	0	1	0
Minnesota	0	1	0
Ohio	0	1	0
Total	**0**	**4**	**0**

*Projected new franchised outlets in the next fiscal year refers to the estimated number of new Branches franchisees will develop under Franchise Agreements entered into during the fiscal year.

* * * * *

Attached as **Exhibit I** is a list of our operational franchisees in the United States as of the close of our last fiscal year, including the addresses and telephone numbers of their Branch. Also included in **Exhibit I** is a listing of franchisees in the United States who have signed a Franchise Agreement but are not yet operational.

A list containing the name, city and state, and business telephone number (or if unknown, the last known home telephone number) of former franchisees, representing every franchisee who has had a franchise terminated, canceled, not renewed or who has transferred a franchise or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this disclosure document is attached as **Exhibit J**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

If the franchise offered by this disclosure document was previously-owned by a franchisee but is now under our control, we will disclose the following additional information for the franchise for the last five fiscal years in a supplement to this disclosure document: (i) The name, city and state, current business telephone number, or if unknown, last known home telephone number of each previous franchisee; (ii) the time period when each previous franchisee controlled the franchise; (iii) the reason for each previous change of ownership; and (iv) the time period(s) when we retained control of the franchise.

Current and former franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the **DYSTOPIA RISING®** System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no franchisee associations required to be listed in this disclosure document.

Item 21

FINANCIAL STATEMENTS

Attached to this disclosure document as **Exhibit K** are our audited financial statements as of December 31, 2016 and 2015 and our audited financial statements as of December 31, 2014, 2013 and 2012. Our fiscal year end is December 31.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit B	Branch Franchise Agreement
	Exhibits
	Exhibit 1 Continuing Guaranty
	Exhibit 2 Franchisee Identification and Ownership Certificate
Exhibit C	Franchisee Disclosure Questionnaire
Exhibit D	Nondisclosure Agreement
Exhibit E	Nondisclosure and Noncompetition Agreement
Exhibit F	Form of Release
Exhibit G	Tables of Contents – Operating Manual
Exhibit H	Eschaton Media Wholesale Agreement
Exhibit L	State Addenda and Agreement Amendments

Item 23

RECEIPTS

A detachable Receipt in duplicate appears at the very end of this disclosure document. Please acknowledge receipt of this disclosure document by filling in the bottom portion of both copies of the Receipt where indicated with the appropriate information and forwarding one copy to us. The Receipt should be mailed to Ashley Zdeb, Dystopia Rising LLC, 33 Dix Street, Hamden, CT 06514. In addition, a pdf of the signed and dated Receipt should be e-mailed to Ashley Zdeb at Ashley@DystopiaRising.com.

Exhibit A
State Administrators and Agents for Service of Process

We have appointed the following agent for service of process in Connecticut: Michael Pucci, 33 Dix Street, Hamden, Connecticut 06514.

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent to receive service of process in the state. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA
Department of Business Oversight:
(866) 275-2677 (toll free)

Los Angeles
Suite 750
320 West 4th Street
Los Angeles, California 90013
(213) 576-7505

Sacramento
1515 K Street, Suite 200
Sacramento, California 95814
(916) 445-7205

San Diego
1350 Front Street
San Diego, California 92101
(619) 525-4044

San Francisco
One Sansome Street, Ste. 600
San Francisco, California 94104
(415) 557-3787

MINNESOTA
(for service of process)
Commissioner of Commerce
Minnesota Department of Commerce
Securities Unit
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 539-1500

(state agency)
Minnesota Department of Commerce
Securities Unit
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK
(for service of process)
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(state agency)
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, New York 10271-0332
(212) 416-8236 Phone
(212) 416-6042 Fax

NORTH DAKOTA
North Dakota Securities Department
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-2910

HAWAII (for service of process) Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (for other matters) Business Registration Division Department of Commerce and Consumer Affairs P. O. Box 40 Honolulu, Hawaii 96810 (808) 586-2722	**OREGON** Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387 **RHODE ISLAND** Division of Securities Bldg. 69, First Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527
ILLINOIS Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**SOUTH DAKOTA** Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823
INDIANA (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531 (state administrator) Indiana Secretary of State Securities Division, Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	**VIRGINIA** (for service of process) Clerk, State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733 (for other matters) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MARYLAND (for service of process) Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (state agency) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	**WASHINGTON** (for service of process) Director Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760 (for other matters) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760

MICHIGAN	**WISCONSIN**
(for service of process) Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48909 (517) 373-7117 (state agency) Michigan Attorney General's Office Consumer Protection Division Attn.: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-3431

Exhibit B
Branch Franchise Agreement

Dystopia Rising LLC
Branch Franchise Agreement

DystopiaRisingLARP.com

THIS BRANCH FRANCHISE AGREEMENT dated _____, 20__ (the "Effective Date") is by and between Dystopia Rising LLC, a Connecticut limited liability company ("Dystopia Rising" or "we" or "us") located at 33 Dix Street, Hamden, Connecticut 06514 and _____, a _____ [state of formation/residency] _____ [limited liability company/corporation/individual(s)] ("you") located at _____.

Background

A. We have licensed from our co-founder Michael Pucci ("Licensor") the rights to use and to sublicense a system (the "System"), for the establishment, development and operation of a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences known as DYSTOPIA RISING ("Branches" or a "Branch"). A "Branch" can refer to our own company-owned business or our affiliate's business, or a business operated by a licensee or franchisee, and the term "Branch" as used in connection with the System does not mean only company or affiliate-owned businesses. The System includes the confidential and proprietary Operating Manual (the "Operating Manual"), networking tools, client networking, other proprietary information, proprietary marks, brand, trade dress, design, décor, image, lay-out, know-how, trade secrets, mandatory and suggested specifications, methods, proprietary software, operating procedures, standards, tools, equipment, market analysis, marketing strategies, sales and merchandising methods, quality assurance standards, training of franchisees and Branch personnel, record keeping and business management processes relating to the establishment, development and operation of the interactive gaming network conducted by the Branches, all of which may be changed, improved and further developed by us and our affiliates from time to time. We may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors we consider relevant in our sole and exclusive business judgment.

B. The System includes the service mark and trademark DYSTOPIA RISING and other service marks, logotypes, slogans and other identifying marks and symbols (the "Marks"), now or in the future involved in the operation of the Branches.

C. You have applied for a franchise to operate a Branch using the System and the Marks (the "Franchised Branch") and to receive the training, confidential information and other assistance we provide. We have approved your application for a franchise in reliance on all of the representations you made in your application. By signing this Agreement, you acknowledge the importance of our quality and service standards and agree to operate the Franchised Branch in accordance with those standards and as described in this Agreement and in accordance with the System. You also acknowledge that adhering to the terms of this Agreement and implementing and complying with the System as we direct are essential to the operation of the Franchised Branch, to the System and to all our franchisees.

Agreement

In consideration of the background factors stated above in the Recitals, which are incorporated into the Agreement, and the undertakings and commitments of each party to the other party, we and you agree as follows:

1. Limited License

a. We grant to you, upon the terms and conditions of this Agreement, a non-exclusive, non-assignable, and limited sub-license to operate the single Branch located within the defined territory described in Section 1.d, and to use solely in connection with the Franchised Branch, the System, as it may be changed, improved and further developed from time to time, including the Marks. You accept this grant and agree to develop and fully exploit the business potential of the Franchised Branch utilizing the System, including the Marks.

b. We and/or Licensor, as applicable, retain all rights in regards to production or reproduction of written materials, publication, television, internet, and movie rights. These rights may not be applied or resold by you.

c. You are permitted limited sub-license to use of the Dystopia Rising brand names, as well as contents of written materials owned or licensed by Dystopia Rising.

d. You will operate the Franchised Branch under this Agreement in the following city and state:

_____ _____
City State

All weekend events will be held within _____ miles [30 miles or a number to be determined]

of the center of this city, which will be your game territory, except your game territory will not include any territory located in a state other than the State identified above, even if located within the designated radius.

No other Branch will be located within a _____ mile [150 mile or to be determined]

radius of the center of the identified city (the "Protected Area"), except that the Protected Area will also not include any territory located in another state other than the State identified above, even if located within the designated radius. Each Branch will be the exclusive official Dystopia Rising venue for their particular Protected Area. Deviations from this Protected Area may only be granted on a case by case basis, and only if all Branches affected and Dystopia Rising agree.

e. Except as specifically stated in this Agreement, we, Licensor and our affiliates retain all other rights, and we and/or Licensor and our affiliates or other franchisees or licensees may compete with you for customers. We and/or our affiliates reserve the unrestricted right to own, operate, franchise or license, within the Protected Area, any business concept which is not a Branch that uses the Marks and the System. We and our affiliates may sell directly or license others to sell goods and services authorized to be offered by the Franchised Branch under the mark DYSTOPIA RISING® or any other name or trademark, other than from a Branch. These other means of selling or licensing, also

referred to as alternate channels of distribution, may include sales of goods and services by catalog, mail order, toll free telephone numbers, or electronic means, for example, via the Internet. We do not grant you any rights to distribute products through alternate channels of distribution. You have no right to share, nor do you expect to share, in any of the proceeds we, our affiliates or our franchisees or licensees or any other party receives in connection with any alternate channel of distribution.

2. Obligations of the Franchisee

a. The properties provided by and on behalf of Dystopia Rising shall remain in Dystopia Rising or its Branches at all times. You agree to conduct only Dystopia Rising related materials at designated pay to play gaming events. You may not sell any service, product or program that we have not authorized and you must discontinue offering any service, product or program that we may, in our sole and exclusive business judgment, disapprove in writing at any time. We have the right to change the types of authorized services, products and programs, and there are no limits on our right to make changes. You cannot use the Branch for any other business without prior written approval from us.

b. You will purchase appropriate event and company insurance, and are considered liable for any claims or legal responsibilities in relation to individually operated pay to play events. You must obtain applicable insurance coverage with the limits we require in the Operating Manual or otherwise in writing, from a responsible carrier or carriers acceptable to us, and this coverage must be maintained during the term of this Agreement. The policies will protect, as named insureds, you, and with the exception of workers' compensation, will also name as additional insureds us, our affiliates and our and our affiliates' officers, directors, partners, agents and employees and any other party we designate, and will expressly provide that any interest of an additional insured will not be affected by your breach of any policy provisions or any negligence on the part of an additional insured. All policies will also include a waiver of subrogation in our favor and in favor of the other additional insureds. All policies must also otherwise meet our standards and specifications and be acceptable to us. Before you begin operation of the Franchised Branch, and then annually upon renewal you will furnish to us signed certificate(s) of insurance or other evidence of the initial coverage and renewals or extensions of coverage specified by us, and upon our request, you will also furnish copies of policies and/or endorsements.

c. You must investigate, keep informed of and strictly comply, at your expense, with all applicable local, state and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time related to the operation of the Franchised Branch and the construction or the use of any equipment, tools, structures and any other properties or items. If any legal requirements impose a greater standard or duty than we require in the Operating Manual or elsewhere, you must comply with the greater standard or duty and notify us in writing promptly after you become aware of the discrepancy. You will timely obtain and maintain, as required, any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Branch, including licenses to do business, fictitious name registrations and sales tax permit clearance.

d. You will prepare, have signed and keep filed documentation of player liability waivers, as well as parental release forms, legally effective in your jurisdiction. We may suggest

forms of these documents but it is your responsibility to prepare documents that will be legally effective in your jurisdiction.

e. You will prepare and file when due all appropriate tax returns for taxes levied or assessed on you and on the Franchised Branch by any federal, state or local tax authority and pay when due all taxes due on these returns. You will prepare and maintain financial books and records and report all financial information as per applicable federal, state and local laws and regulations.

f. You will notify us promptly in writing of any legal action, suit or proceeding against or involving you or the Franchised Business and of the issuance of any report, order, writ, injunction, award or decree of any court, agency, police authority or other governmental instrumentality, which may adversely affect any permit, certificate or license, the operation of the Franchised Branch or your financial condition or the financial condition of the Franchised Branch. You will promptly send us copies of all related notices and other documents you receive in connection with the above.

g. You will pay when due any and all indebtedness incurred by you in the conduct of the Franchised Branch.

h. At the close of each calendar year, you must have a minimum of 75 individual active players/members ("Players"). A Player will be considered an active Player of the Franchised Branch determined by the following:

    i. Player has an active membership; and

    ii. Player has attended an event within the last 3 months or has attended 50% of the events held by the Franchised Branch during the calendar year; and

    iii. Player has his/her primary character and player membership based out of the Franchised Branch.

i. You will submit a review to us on a yearly basis, based on the Effective Date. Reviews must be submitted via the provided form on the network website.

j. You are responsible for identifying and approving your own player team of marshals and storytellers as well as hiring your own staff, as applicable. You must provide us with a list of all team members, including storytelling, coordination, or others, on a quarterly basis. This can be done via the website of the Franchised Branch, provided it is kept up to date. Your employees and players will not be employees of ours or our affiliates. You must comply with all federal, state, and local laws in regards to staffing. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of the Franchised Branch in accordance with training standards, procedures and materials we specify in order for you to conduct the operations of the Franchised Branch at all times in compliance with our requirements. You will never represent or imply to prospective and actual employees and players that they will be or are employed by us or our affiliates.

k Unless we otherwise approve in writing, you must devote sufficient time best efforts to the management and operation of the Franchised Branch. The Franchised Branch must be personally managed by two (2) individuals you have designated who are either equity owners or management individuals you have selected and we have approved (each designated individual is referred to as a "Branch Director"). The Branch Directors, and any replacements, must meet our standards and be approved by us in writing before assuming the position, and must successfully complete our mandatory training.

l. We or our affiliates may establish and maintain a website to provide information about the DYSTOPIA RISING system of Branches and the games, services and products offered. We will have sole control over the System website we establish but we may configure the website to accommodate a series of interior pages dedicated to the Franchised Branch. We will provide the basic guidelines for you to build your webpages, or possibly separate website, including use of the Dystopia Rising domain name(s), trademarks, and general graphics and layout. We or our affiliates may, at our or their sole business judgment, from time to time, without prior notice to you: (a) change, revise, or eliminate the design, content and functionality of the System website; (b) make operational changes to the System website; (c) change or modify, or modify the URL and/or domain name of the System website; (d) substitute, modify, or rearrange the System website, including in any manner that we or our affiliates consider necessary or desirable to, among other things, (i) comply with applicable laws, (ii) respond to changes in market conditions, technology, or any other circumstances; (iii) limit or restrict end-user access (in whole or in part) to the System website; and (e) disable or terminate the System website, in each case without any liability to you. Notwithstanding the above, we will provide you with at least thirty (30) days' notice of any changes being made to our guidelines before you must implement any changes we require when it is practical to do so, in our business judgment. Any modifications (including customizations, alterations, submissions or updates) to the content of your webpages for any purpose will be advertising requiring our prior approval as provided in Section 2.n and will be deemed to be a "work made for hire" under the copyright laws, and therefore, we will own the intellectual property rights in and to such modifications or you assign to us ownership of the intellectual property rights as described in Section 10.d. Your website URL name will follow our designated format www.dystopiarisingSTATE INITIALS.com unless we otherwise direct or consent to your use of another name. We intend to own the URL(s) and/or domain names that you will use. You are responsible for your own webpages or website content and upkeep. You are encouraged to reach out to local vendors or players for assistance as needed. You must keep your website within the visual branding of Dystopia Rising as outlined in the Operating Manual or other materials we provide to you. Even though we may authorize you to obtain any URL(s) and/or domain name(s) referencing the Marks, we will own the URL(s) and/or domain name(s) that refer to the Marks, and you will execute any assignments and take any procedures before the competent authorities as may be necessary to secure our rights over any such URL(s) and/or domain name(s), for no additional consideration, at any time during the term of this Agreement upon our request and upon the expiration or termination of this Agreement. You will immediately cease using any URL(s) and/or domain name(s) referencing the Marks upon the expiration or termination of this Agreement.

m. In the case of local or federal website requirements that vary from those listed, we will work with you and as needed, other Branches, to follow all legal guidelines while maintaining the visual branding of Dystopia Rising.

n. All advertising by you of any type will be conducted in a dignified manner and will conform to the standards and requirements we prescribe. You will submit to us for approval, samples and descriptions of all advertising and promotional plans, webpages, electronic content, emails, materials and methods of delivery that you desire to use and that have not been prepared or previously approved by us. You will not use any advertising or promotional plans, webpages, electronic content, emails, materials or

methods of delivery or posting unless and until you have obtained written approval from us, and you will not use any advertising or promotional program that was approved by us more than 12 months before your planned date of publication, posting, delivery or use, without first receiving our written approval to use or publish those materials.

o. You will, at your expense, sign an agreement to lease or purchase a suitable location to serve as the office to conduct the operation of the Franchised Branch. You may use your residence or other property that you already own or lease. You will obtain and maintain all computer hardware, software, high speed internet connection, equipment and supplies for operation of the Franchised Branch according to our specifications, when listed. You will purchase, lease and/or license new or modified computer hardware and/or software and obtain service and support for your computer system to comply with any modifications to the specifications to our computer systems (both hardware and software). You must investigate and comply, at your expense, with all local, state, and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time during related to the construction or use of your office location, including all business or other licenses and all zoning, environmental and building code requirements.

p. You will, at your expense, sign agreement(s) to lease, rent or purchase suitable location(s) to conduct your weekend events at an appropriate outdoor venue with adequate land according to our specifications, when listed. Your outdoor venues will be subject to our approval. We do not review or approve the lease or other occupancy agreement for your outdoor venue, but you must furnish us with a copy within twenty (20) days after it is fully signed.

q. You must commence operations of the Franchised Branch and conduct your first weekend event within sixty (60) days of the date of this Agreement.

3. Operation of the Franchised Branch

a. The Franchised Branch is allowed to operate pay to play events within particular guidelines we provide. These guidelines are deemed to be part of the Operating Manual and currently include, but are not limited to:
    i. The Dystopia Rising Survivors Guide (2.0 or subsequent version);
    ii. The Dystopia Rising Storytellers Guide (currently available on Dropbox);
    iii. The Coordinators Guide (currently available on Dropbox);
    iv. Dystopia Rising Community Standards and Guidelines; and
    v. All files, documents and instructions provided via Dropbox or other method for the purposes of running a Dystopia Rising Branch, and any updates, amendments and replacements to items i. through iv. and any other files, documents and instructions.

b. Mandatory specifications, standards, operating procedures and guidelines prescribed in our sole and exclusive business judgment from time to time by us in the Operating Manual, or otherwise communicated to you electronically or otherwise, are as enforceable by us as if they were set out in this Agreement.

c. Any changes being made to these guidelines must be approved in writing by us at least thirty (30) days before you may implement the changes.

d. No Branch may create or enact variations to the preapproved rules for all game play, character build or player access.

e. The above listed documents, like the rest of the Operating Manual, are living documents and are liable to change upon notice. We will do our best to ensure that advance notice of change is provided, but we make no promise in terms of the length of advance notice.
f. You are allowed no more than twelve (12) events and must run no less than eight (8) events per calendar year.
    i. An event is defined by a multi-day game where each attendant is charged a base fee for attendance and earned build as well as optional purchases of additional build, NPC opt-out, and secondary or tertiary characters.
    ii. You may hold secondary events for less than the length of a full weekend. These events may not award or allow to be purchased build (experience points). Characters may earn during standard play item cards or currency, but may not purchase changes to their character sheet (skills, professions or Mind/Body points).
        A. These events will be counted towards the total allowed events unless in our business judgment we deem the event to be a purely recruitment event, where no established characters are portrayed unless for the purposes of enriching the world as a means to introduction to Dystopia Rising as a whole.
        B. You may charge an entrance fee, or other associated charges.
        C. Players may earn Assistance Points, but may not convert for build. Players may convert for other AP appropriate items, as listed in the Dystopia Rising Survivors Guide.
g. Event dates may not conflict with Featured Events (as defined below) held by other Dystopia Rising Branches.
h. Dates for Branch events must be reported to us in writing (or assigned digital medium) no later than 60 days prior to the event's occurrence.
    i. We will accept shorter notice when required by the campground or other outside circumstances.
    ii. We must approve an event before you may announce the event dates. Dates will be approved on a first come, first serve basis.
i. Branches may apply once per year to run one "Featured Event". These events will run a maximum of three (3) times per calendar year (approximately Spring, Summer and Winter). The application process will be made available online and requirements will be provided there.
    i. Application must be submitted via the online form, in its entirety.
    ii. A Branch must run a minimum of 10 full weekend events before they are eligible to apply for a Featured Event.
    iii. Terms and Costs of a Featured Event can be found on the submission form.
    iv. Material breach of this Agreement invalidates the Franchised Branch's ability to apply for a Featured Event for one (1) calendar year past the date you cure the breach.
j. If the Franchised Branch is awarded a Featured Event, in addition to other payments due under this Agreement, you will pay a fee equal to a single payment of $5,000 not less than thirty (30) days before the event is held.

k. If the Franchised Branch is awarded a Featured Event, you will be granted the ability to offer an additional seven (7) build for purchase at the event. This is a one-time instance and cannot be transferred to any other event held. This Featured Event replaces one of the twelve (12) allowed weekend events during the year.

l. Each Branch is allocated a section of in game territory, defined as a set area of purview in regards to territorial effect, and may not run in game events or actions that directly affect the game territory or purview of another Branch.
    i. We reserve the right to introduce changes and game dynamics that change or affect individual Branch territories and the purview of that Branch.
    ii. Each Branch is required to write a 'genre guideline' and submit it to us for written approval before a purview is approved for use.

m. You will make timely payments of all obligations related to the Franchised Branch to suppliers, vendors, lenders or lessors and any other indebtedness incurred by you in operating the Franchised Branch. If we pay any expense on your behalf (which we are not obligated to do), you will reimburse us promptly. Failure to comply with this Section will be a default of this Agreement.

n. You will promptly pay when due all taxes levied or assessed by any tax authority. Failure to do so will be a default of this Agreement. You will be responsible for any sales tax, gross receipts tax, excise tax or other similar tax (collectively "Sales Tax"), imposed by law on all payments you make to us or our affiliates under this Agreement or otherwise, in connection with the Franchised Branch, whether assessed on you or on us or our affiliate. We and our affiliates may collect Sales Tax from you for transmittal to the taxing authority. You will reimburse us and our affiliates for any Sales Tax we or our affiliates must pay directly to any taxing authority.

o. You represent, warrant and agree that neither you (nor any of your equity owners, if you are a business entity), nor any officer, director, Branch Director, general manager, manager or employee of yours or of these other persons or entities or of any affiliate of yours, is, or at any time will be named, either directly or by an alias or nickname, on the list of Specially Designated Nationals or Blocked Persons, which includes the names of suspected terrorists, as designated by the United States Department of the Treasury's Office of Foreign Assets Control, currently at **http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx**. You acknowledge that we intend to comply, and you agree to comply, with all prohibitions against corrupt business practices, money laundering and support of terrorist activities, including those contained in the United States Patriot Act, as amended, Executive Order 13224, and related United States Treasury regulations and any similar law ("Anti-Terrorism Law").

p. If you are a corporation, limited liability company or other approved form of business entity, when you sign this Agreement you must satisfy the requirements that are applicable to a purchasing business entity under Section 13.e.

q. In addition to our rights to review financial information under Section 12, you grant us or our representatives or agents, including secret shoppers, the right at any time during normal business hours, and without prior notice, to enter and inspect the Franchised Branch premises and outdoor venue and all aspects of the operation of the Franchised Branch. You will allow us or our representatives or agents to make extracts from or copies of any of these materials and to take samples of any products sold and immediately remove any unauthorized products without any payment or other liability to you. You will allow us or our representatives or agents to take photographs, videos or any electronic record of the Franchised Branch and to interview employees and participants and members. We will have the exclusive right to use any

photograph, video, electronic record or other material prepared in connection with an inspection and to identify the Franchised Branch and we will not have any obligation to obtain your authorization, or to compensate you in any manner, in connection with the use of these materials for advertising, training or other purposes. If we give you notice of any deficiency detected during an inspection, you will diligently correct the deficiency as soon as possible.

4. Event Reporting

a. You must follow certain details in regards to regular monthly digital reporting. You must provide this reporting in writing via the digital medium we provide.
b. You must update all player and character changes via the provided electronic or written medium within five (5) days of the end of a scheduled Franchised Branch pay to play gaming event (generally, the end of day Thursday after the event closes on a Sunday). This includes any disciplinary actions taken against players during the event.
c. All changes made to player character data ("Player Data") must be in agreement with all data management requirements set forth in the following section.
d. Any changes being made to the genre settings material we provided must be approved in writing by us at least thirty (30) days before you may implement the changes.

5. Player Data

a. You are responsible for ensuring that the following guidelines and rules are used at the Franchised Branch:
    i. All rules, character creation, and experience point guidelines provided in the Dystopia Rising Rulebook will be followed without alteration.
    ii. Any person attending a Dystopia Rising event must be checked in via the online resources, regardless of play status. An attendant at an event is determined by the following:
        A. Any person who plays one or more player characters (PC(s)) during an event.
        B. Any person who attends the event and participates as a non-player character (NPC) or solely as a staff member for the duration.
        C. Any person who attends for either a single day or full event.
        D. Any person who earns build or AP for an event including any buy-back options.
    iii. Any characters visiting from a different local Branch will be allowed as long as they are in good standing with their home Branch and any visited Branches and have an active membership.
    iv. All characters traveling to another Branch will only be allowed entrance if a current character sheet is present in the online database or that player must either NPC for the weekend or play a PC with a starting 13 point build. The player must leave a copy of their current character sheet at the game they are visiting to be confirmed in the global player database.
    v. Any unique cards, props, or contact safe weapons approved at another Branch location must be again approved at sign in by the local Branch.

A. Weapons must be tagged with the proper information upon passing safety check.
B. If the weapon has a safety tag already present, the tag does not need to be replaced.
C. Weapon tags must adhere to the provided "Theft/Safety Tag System" document.

vi. The local Branch owner has final say in regards to what player unique items, props, and contact safe weapons will be allowed into the localized game from outside sources. The Branch owner may not unreasonably withhold approval for unique items, props, and contact safe weapons brought by an outside character.

vii. Players traveling to a different Branch can earn no more than one (1) experience point for attending the event, and can purchase up to two (2) additional build at the set build rate.
A. A visiting player may not convert Assistance Points to build at that event.
B. A visiting player may convert Assistance Points to items, per the AP conversion chart, assuming that AP has been earned in the Branch being visited.

viii. Each person who attends a Dystopia Rising event is required to have an active membership within the network regardless of their status during an event (PC, staff member, NPC, etc.). Memberships are available online and should not be purchased in cash at an event.
A. Any player who has attended three (3) events in a year is automatically awarded a "Basic" Membership. There is no cost for this level of membership. The player does not gain any of the benefits of "Advanced" membership but maintains the standard ability to attend events, earn build and maintain two characters.
B. Any player who has attended three (3) events in a year can opt to purchase an Advanced Membership. This purchase must be made on the main Dystopia Rising website and cannot be made in cash at an event. A player purchasing an Advanced Membership will be awarded benefits, outlined on the website and in the Dystopia Rising Survivors Guide.
C. New players have a three (3) event trial period to determine if they would like to continue attending Dystopia Rising events. After the third (3d) event a player may not attend additional events until they have either purchased an Advanced Membership or been awarded a Basic Membership.

ix. All players will be provided a player number assigned in order by the provided character and player database.

x. You must ensure that all players, including players traveling to events at the Franchised Branch from other Branches, comply with all Dystopia Rising rules for play, including, but not limited to, any membership requirements, filing of appropriate waivers, or other rules. All players

need to have a waiver on file for each Branch they attend, even visiting ones.

b. All player data is considered property of Dystopia Rising, and in the instance that a Branch ceases operation, these characters will be transferred to the next closest Branch or kept by us at a national level database until a new Branch is opened replacing the closed Branch.
c. You must use the most up to date versions of the Dystopia Rising Survivors Guide, Dystopia Rising Storytellers Guide, Coordinators Guide, Dystopia Rising Community Standards and Guidelines and all other documents provided by us. These rulebooks will be used as a universal rule set. We must approve any alterations or additions to this rule set in writing at least thirty (30) days prior to enacting the rule in a local Branch.

6. Supplies

a. You must have certain supplies on hand to run an event. Many of these supplies can be purchased either through us or our affiliates or other vendors. You must purchase from us supplies we make available for purchase through the Director Only store found on the main Dystopia Rising website. You may purchase supplies not offered by us at locations of your choice, provided they meet any specifications we require for the particular item. Supplies needed include cards for certain mechanical effects, costumes, and proper boffer-style safe weapons. You acknowledge and agree that supplies may need to pass certain safety specifications.
b. Only sanctioned and approved in game currency, herb/produce, meal/brew, scrap, and item cards, weapon tags, staff pins, and staff t-shirts may be utilized for providing players with game sanctioned materials. These cards and other items must currently be purchased through us. We may limit the amount of currency or other item cards that you may introduce into play.
c. All unique items (items introduced that do not match current existing blueprints) will be provided expiration dates that are no longer than six (6) months from the time the item enters play.
d. We will provide all blueprints, brewing recipes, forge prints, and cooking recipes in digital format. All unique blueprints (locally created blueprints) must be designed so that they expire within six (6) months, and cannot be recreated by any means. Between events these supplies will only be accessible by the Branch Directors of the Franchised Branch and non-Branch Directors will not be given access to any of the online resources for blueprints and other supplies when away from an event.
e. You will have access to the official NPC database as long as all required reporting is completed.

7. Obligations of Dystopia Rising

a. We will provide a networked gaming world which allows players from other existing Branch games to travel to attend your Branch game.
b. We will provide cross-promotion in the form of internet links and convention presence.
c. We will link the Franchised Branch's website presence under the parent Dystopia Rising website. We will house the character and player database software (available online) as well as director communication support to Branch Directors.

d. We will notify you of changes to the Operating Manual, including the guidelines described in Sections 3, 4 and 5 above, with 30 days written notice. We will not implement changes to the Operating Manual that in our sole and exclusive business judgment require an unreasonable amount of money for you to implement over a particular time period.

e. Before you begin operation of your Franchised Branch and open your game, we or our designee will provide the following assistance and services to you:

   i. Offer an online and/or in person training program to you as we deem appropriate in our business judgment covering basic operations and management. We will provide our initial training program for up to two (2) persons for no additional fee.

   ii. If we provide initial training to more than two persons, or if we train a replacement Branch Director or other individual, or if we retrain a person who failed to complete the initial training program to our satisfaction, you will pay us our then current per person training fee, currently $500 per person plus our trainer's travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable. The additional training fee is payable at least two (2) weeks before the person attends training. You must also pay for all travel, lodging, meals and incidental costs for yourself, any of your equity owners and/or employees.

   iii. Assist you in coordinating and implementing the grand opening of your game.

   iv. Provide initial advice and assistance to you in operating and promoting your game, as we deem appropriate in our business judgment, which we may provide by telephone, video conference, webinar, email or other electronic form of communication, or personal meetings. We will provide this advice and assistance at no additional cost to you.

   v. Define your in game operational territory and your non-competition territory (Protected Area) as provided in Section 1.d. Your in game operational territory is the area you will be able to run an event. Your Non-competition territory or Protected Areas is the area in which we will not open another Branch.

   vi. Lend to you (or allow you electronic or other access to) one copy of the Operating Manual.

f. After you have opened your game, we or our designee will provide the following assistance and services to you:

   i. Offer additional, ongoing and supplemental training programs and licensee and franchisee conventions to you as we deem appropriate in our business judgment. We reserve the right to make certain of these training programs and conventions mandatory for the Branch Manager and/or equity owners of the Franchised Branch. The additional, ongoing and supplemental training programs and conventions and the manner of conducting these training programs and conventions, including the length, location, program, frequency, and delivery in a class room, a training Branch, or via internet, DVD, intranet, webinar, other form of electronic communication or other method, will be determined by us in our sole business judgment. We may charge our then current supplemental

training fee or convention fee to compensate us for the time spent as we determine in our business judgment plus our travel expenses (including airfare, car expenses, lodging, meals, etc.) if applicable. Our current supplemental training fee is $100 per trainer per day. Payment will be due thirty (30) days after billing.

ii. Provide continuing advice and assistance to you in operating and promoting games and the management of the Franchised Branch, as we deem appropriate in our business judgment, which we may provide via telephone, email, internet, DVD, intranet, webinar, other form of electronic communication, personal meeting or other method determined by us in our sole business judgment. We may provide different levels of service to different licensees and franchisees based on our assessment of each Branch's needs. We may charge a reasonable fee for any advice and assistance we provide to you at our then current per diem rate, plus any travel expenses (including airfare, car expenses, lodging, meals, etc.). Our current assistance fee is $100 per advisor per day. Payment will be due thirty (30) days after billing.

iii. Provide networked communication tools online for inter-Branch communication, networking, and promotions.

iv. Provide online character database management tools, updating live with our expanding market and company needs.

v. Provide the opportunity for Branches to have an online game, fan base forum, and local game materials packet.

vi. Lend to you (or allow you electronic or other access to) one copy of the Operating Manual during the term of this Agreement.

8. Fees. In addition to the fees described elsewhere in this Agreement, you will pay us the following fees.

a. You agree to pay us an annual franchise fee of $2,000. The franchise fee is deemed fully earned and non-refundable (once paid) as of the Effective Date of this Agreement and on each anniversary date of the Effective Date as applicable. The annual franchise fee for the second, third, fourth and fifth years of the term of this Agreement is payable in advance and due on the first day of the particular year on the first, second, third and fourth anniversary of the Effective Date of this Agreement. You may choose to pay the annual franchise fee for the first year of the term of this Agreement in one of two ways, without any interest charge:

   i. as a single lump sum of $2,000 within 30 days of the Effective Date; or

   ii. in two equal installments of $1,000 each, the first installment due within 30 days of the Effective Date and the second installment within 60 days of the Effective Date.

   If you terminate this Agreement in compliance with Section 16.d for convenience or otherwise without cause, effective on the day before the second, third or fourth anniversary of the Effective Date, you will not pay the annual franchise fee applicable to the canceled years.

b. You agree to pay us a continuing monthly royalty fee ("Royalty") during the term of this Agreement in an amount equal to 5% of "Gross Revenues" of the Franchised Branch.
    i. "Gross Revenues" are defined as the aggregate amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration including the actual value of any goods or services traded or bartered, and whether or not payment is received at the time of sale) which arise from or are derived by you or by any other person from business conducted or which originated in, on, from, or through the Franchised Branch, except as described below. Gross Revenues do not include sales tax or use tax, if applicable.
    ii. Gross Revenue is calculated per event based on, but not necessarily exclusive to, entrance fees, additional character and build purchases, NPC Opt-Outs, buy-backs, and Dystopia Rising specific merchandise.
    iii. Gross Revenue does not include revenue from the sale of books purchased directly through Eschaton Media Inc. or the sale of Dystopia Rising merchandise purchased through a company affiliated with Dystopia Rising.
    iv. You will be deemed to have received Gross Revenue from any attendant at an event. An attendant at an event is determined according to the criteria in Section 5.a.ii above.
    v. Gross Revenue does not include the value of supplies, props, working materials or other items or services received from attendants or players as donations (in excess of any fees or other amounts due from the Players) and not the value of any barter.
c. You will pay the Royalty payment to us via mailed check or bank transfer monthly sent by the 10th day of the following month. The Royalty payment will reflect Gross Revenue for the just concluded month including for the event held as well as any other purchases made outside an event. Alternate forms of payment may be approved upon prior written request. You will pay us any fees or costs we incur in connection with your payment.
d. Any late payment under this Agreement or any other agreement with us or our affiliates for the Royalty payment, marketing contribution, or any other amounts due, will bear interest compounded monthly from the due date until paid at ten percent (10%) per year or the highest rate allowed by law, whichever is lower. Entitlement to interest will be in addition to any other remedies we or our affiliates or subsidiaries may have.

9. Marketing Fund; Local Advertising

a. We have implemented a marketing fund to promote Branches and the DYSTOPIA RISING brand (the "Marketing Fund"). You must pay a marketing contribution in an amount we determine, but not to exceed 2% of Gross Revenue, and pay the marketing contributions at the same time and in the same way as the Royalty. The current contribution is two percent (2%) and we will give you a three (3) month written notice before changing this percentage. Our company-owned or affiliated Branches will make contributions to the Marketing Fund on the same basis as required of the franchise owners.
b. We have sole authority over all matters relating to the Marketing Fund, provided always it is used for the conduct, formulation, development and production of advertising,

marketing, promotion and public relations programs and materials, research or administration of the Marketing Fund, including but not limited to the purposes set out in this Section 9.b. The Marketing Fund may be used for (among other things) product development, signage, marketing, advertising and public relations, administration expenses relating to the Marketing Fund, brand/image campaigns, media, national, regional and other marketing programs, third party and employee fees and costs relating to the Marketing Fund, web site development/operation and to pay Internet, Intranet, 800 or similar numbers, and other charges, fees and/or expenses.

c. We and/or any of our affiliates can provide goods, services, materials (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Marketing Fund, including operating expenses and the proportionate compensation of employees, provided that any compensation is reasonable in amount.

d. The Marketing Fund will be accounted for separately and annual account summaries will be provided to you at the expense of the Marketing Fund. The Marketing Fund account summaries do not have to be independently audited. We do not intend to, but we may make a profit from the Marketing Fund. We will not use the Marketing Fund for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement and on the web site indicating that franchises are available for purchase and related information.

e. We may spend, in any year, an amount greater or less than the aggregate contributions to the Marketing Fund in that year, and the Marketing Fund may borrow to cover deficits of the Marketing Fund or invest any surplus. If we have excess monies in the Marketing Fund, we will make expenditures in the next year first from monies collected in prior years, next out of any earnings in the prior or current year and then from Marketing Fund contributions collected in the current year. We make no representation regarding the deductibility of the Marketing Fund contributions for tax purposes generally or for any specific tax year.

f. You acknowledge and agree that we have no obligation to ensure that expenditures by the Marketing Fund are or will be proportionate or equivalent to contributions to the Marketing Fund by Branches operating in any geographic area, or that any Branch will benefit directly, indirectly or in proportion to its contribution to the Marketing Fund.

g. We may maintain the Marketing Fund contributions in a separate bank account or hold them in our general account and account for them separately, or we may establish separate entities to administer the Marketing Fund contributions. Although we would intend the Marketing Fund to be of perpetual duration, we maintain the right to terminate the Marketing Fund or to create new accounts or merge accounts. We will not terminate the Marketing Fund until all money in the Marketing Fund has been expended for advertising, marketing, public relations or other appropriate purposes or returned to contributors on the basis of their respective contributions. ***The monies contributed to the Marketing Fund will not be considered to be trust funds.*** We and any designee will not have to maintain the monies in the Marketing Fund in interest bearing accounts or obtain any level of interest on the monies.

h. You must expend for local and regional advertising, marketing, and business promotion the difference, if any, between the marketing contribution you pay to the Marketing Fund under Section 9.a and two percent (2%) of the Gross Revenue of the Franchised Branch

for the preceding month. You will comply with the requirements of Section 2.n regarding your advertising.

i. You will keep detailed records of all advertising expenditures and commitments and submit reports in the form and manner we prescribe no later than the twentieth day of each month during the term of this Agreement. If you have not spent the required amounts, you must immediately spend the deficient amounts in the manner and over the time period we approve.

j. We retain the right in our sole business judgment to require you to participate in certain system wide promotions and programs. These programs may include your mandatory participation in cross promotion of DYSTOPIA RISING merchandise, local advertisement, or cross Game storytelling, and event promotion.

10. Confidential Information; Copyright

a. The Operating Manual, trade secrets and any copyrighted material, methods and other techniques and know-how related to the Franchised Branch is Licensor's and/or our exclusive property and are revealed to you in confidence solely to assist you in operating the Franchised Branch.

   i. You will at all times treat the Operating Manual, any other materials or guidelines created for or approved for use in the operation of the Franchised Branch, and the information contained in those manuals, materials and guidelines, as confidential, and will use all reasonable efforts to maintain the information as secret and confidential. You will not at any time, without our written consent, copy, duplicate, record or otherwise reproduce these confidential materials, in whole or in part, or otherwise make them available to any unauthorized person.

   ii. You will not, during or after the term of this Agreement, except as permitted in this Section, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or business entity, any material in which Licensor or we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how concerning the methods of operation of a Branch, which may be communicated or disclosed to you, or of which you may be apprised, by virtue of your operation under the terms of this Agreement.

   iii. You will divulge trade secrets and confidential information only to those employees and contractors as must have access to it in order to develop or operate the Franchised Branch and you will advise them of the duty to maintain the information as confidential before communicating or divulging any trade secrets and confidential information to them. In addition, subject to applicable law, you will obtain a written agreement, in form and substance satisfactory to us (which you may make available online), from your employees we designate, contractors, and any other person having access to the Operating Manual or to whom you wish to disclose any trade secrets or confidential information that they will maintain the confidentiality of the trade secrets and confidential information and they will recognize Licensor and us as third-party beneficiaries with the independent right to enforce the covenants either

directly in Licensor's or our own name as beneficiary or acting as agent. You hereby irrevocably appoint Licensor and/or us as your agent with respect to the enforcement of these covenants.

iv. An example of a separate written agreement currently considered satisfactory, including provisions to confirm Licensor's and/or our ownership of Ideas (as defined below), is the Nondisclosure Agreement attached as an exhibit to our franchise disclosure document. We may also provide this form to you online. You will retain all written and electronically signed Nondisclosure Agreements with your business records for the time period specified in the Operating Manual. You will enforce all covenants and will give us notice of any breach or suspected breach of which you have knowledge. These obligations will survive the termination of this Agreement and will not be released under any section or provision of this Agreement.

v. Your obligations concerning confidential information are not intended to apply to any information that:

A. is or subsequently becomes generally available to the public other than by breach of any legal obligation;

B. you can demonstrate was rightfully in your possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement or another agreement with us or our affiliate;

C. is independently developed without the use of any confidential information; or

D. is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

b. You will promptly notify us of any unauthorized use or misappropriation of the Operating Manual or any material in which Licensor and/or we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how. You will also cooperate in the prosecution or defense of any action related to the confidential information, the Operating Manual or any material in which Licensor and/or we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how, and will render any assistance Licensor and/or we think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of the confidential information, the Operating Manual or any material in which Licensor and/or we claim copyright protection, any trade secrets or confidential information, knowledge, you will inform us by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed.

c. You agree to notify us promptly of any litigation instituted by any person or legal entity against you involving the Operating Manual or any material in which Licensor and/or we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how. If Licensor and/or we, in Licensor's and/or our sole and exclusive business judgment, undertake the defense or prosecution of any litigation relating to your use of

these materials or information, you agree to sign any and all documents, and to render any assistance as may, in the opinion of the lawyers for Licensor and/or us, be reasonably necessary to carry out the defense or prosecution.

d. You will disclose promptly to us any idea, concept, technique or material concerning the System or the operation of the Franchised Branch or the conduct of the game, including any advertising materials, that you or any of your employees create in the operation of the Franchised Branch or using the assets of the Franchised Branch, including any aspects of the System, the game or any confidential information ("Ideas"). Licensor and/or we will own all rights in all Ideas. Any copyrightable Ideas prepared by you are "works for hire" under the Copyright Act and Licensor and/or we will be considered the author and owner of these copyrightable works. If Ideas do not qualify as works made for hire, by signing this Agreement you assign to Licensor and us ownership of any and all rights in Ideas. We and Licensor may use Ideas and any other information provided by you in any manner deemed appropriate without compensation to you.

e. You will, upon request, promptly execute all applications, assignments, or other instruments that Licensor and/or we deem necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries on Ideas and to confirm the assignment to us in this Section of the sole and exclusive rights, title, and interest in and to your right in and to Ideas. In addition, subject to applicable law, you will obtain a written agreement, in form and substance satisfactory to us, from your Branch Directors, equity owners and any other employees we designate, that they will agree that Ideas will belong to Licensor and/or us, either because they constitute "works for hire" or because they assign to Licensor and/or us ownership of Ideas.

11. The Marks

a. Licensor owns all proprietary rights to the System including all Marks and copyrights related to the System and any goodwill associated with them, including any goodwill associated with the Franchised Branch. Licensor has granted us a license to use the System and the Marks and to sublicense our franchisees and third parties to use the System and the Marks to establish and operate Branches. You acknowledge you had no part in the creation or development of the System or the Marks or any goodwill associated with the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to the conduct of Franchised Branch by you pursuant to and in compliance with this Agreement. You agree that all usage of the Marks and any goodwill established thereby will inure to Licensor's and our exclusive benefit. You acknowledge that this Agreement does not confer any goodwill or other interest in the Marks upon you. You agree not to contest, directly or indirectly, our or Licensor's ownership, title, right or interest in the Marks, trade secrets, methods, procedures and marketing techniques that are part of our business or to contest our or Licensor's sole right to register, use or license others to use the Marks, trade secrets, methods, procedures and techniques. At our request or Licensor's request, you agree to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, at any time and at your own expense, if Licensor or we determine in Licensor's or our sole and exclusive business judgment, that it is advisable to do so.

b. You agree that after termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify yourself as a current or former franchisee of our System or any business as a current or former Dystopia Rising Branch or as otherwise associated with us or our affiliated companies, or use in any manner or for any purpose the Marks or any colorable imitation thereof, or make comparative claims against the Dystopia Rising® system in connection with the advertising or promotion of any other live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch.
c. You agree to operate, advertise, market and promote the Franchised Branch under the trade and service mark "Dystopia Rising®", provided that you will identify yourself as a franchisee and the owner and operator of the Franchised Branch in the manner we prescribe. You must follow our rules when you use the Marks. You will not use the Marks as part of any business entity name or internet domain name or with any prefix, suffix or other modifying words, designs or symbols (other than logos licensed by us to you) or in any modified form, except as authorized by us in writing. You may not, in any way, alter the Marks in color, proportions, or by adding, deleting, or modifying the Marks in any way. In addition, you may not use the Marks in connection with selling any unauthorized service or product or in any manner we have not explicitly authorized in writing. You agree to obtain any fictitious or assumed name registrations as may be required under applicable law.
d. You will promptly notify us of any use of any of the Marks, any colorable variation thereof, or any other mark in which Licensor or we have or claim a proprietary interest by any person or legal entity other than you, us, Licensor, or another of our franchisees. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving the Marks. We and/or Licensor have the right to control any litigation or administrative proceeding with respect to the Marks. If Licensor or we, in Licensor's or our sole and exclusive business judgment, undertake the defense or prosecution of any proceeding or litigation relating to the Marks, you agree to sign any and all documents, and to cooperate and render any assistance as may, in the opinion of the lawyers representing Licensor and/or us, be reasonably necessary to carry out the defense or prosecution.

12. Records and Reporting; Financial Audit

a. You must obtain and maintain, at your sole expense, our specified accounting and finance software systems or if we do not specify particular systems, you must use software systems conforming to any requirements we prescribe from time to time, including electronic systems with online access for us. We reserve the right to use, and to have full access to, all cash register, computer and any other systems, and the information and data they contain. We also reserve the right to amend, on the giving of reasonable notice, our requirements and you must comply with our amended requirements.
b. During the term of this Agreement you will maintain and then preserve for at least seven years from the dates of their preparation (or longer period if required by law), full, complete and accurate books, records and accounts of the Franchised Branch in accordance with generally accepted accounting principles and in the form and manner we prescribe from time to time.

c. You will submit to us, for our review or audit, at the times and in the format we request, statements of Gross Revenues, unaudited statements of profit and loss and balance sheet for any month or calendar or fiscal year, and all other forms, reports, records, information and data as we may reasonably request, including the Franchised Branch's sales and use tax returns and its and/or its equity owners' income tax returns and balance sheets.

d. We or our designees will have the right at all reasonable times to examine your books, records and tax returns. We will also have the right, at any time, to have an independent audit made of your books. If (i) any inspection or audit reveals that any payments due us have been understated by at least two percent (2%) in any of your monthly reports to us, or (ii) if you fail to produce all requested books and records to be audited within the time required, or (iii) if you previously failed to submit to us the forms, reports, records, information, and/or data you were required to submit to us, then if applicable you will immediately pay us any amount understated in addition to interest from the date the amount was due until paid, at the rate specified in Section 8.d, and in any case you will reimburse us for any and all costs and expenses connected with the inspection, re-inspection or with the audit (including the charges of any independent accountant, attorneys' fees and travel expenses, room, board and compensation of our employees). These remedies will be in addition to any other remedies we may have under this Agreement or otherwise.

13. Transfer or Sale of Interest

a. We may sell, assign or otherwise transfer all or any part of our rights or obligations under this Agreement to any other person or legal entity, including a competitor, provided the assignee assumes all of our assigned obligations. We and our affiliates may sell or pledge all or any assets, including rights in the Marks, and/or the System; offer securities; merge; spin-off; acquire other companies or be acquired; and otherwise effect any economic or financial restructuring or reorganization. You specifically waive any claims, demands, or damages against us and our affiliates arising from or related to any transfer or other restructuring or reorganization we or our affiliates may accomplish.

b. You understand and acknowledge that we have granted you the rights provided for in this Agreement in reliance upon your background and business ability or that of the equity owners of your business entity if you are a business entity, and that the rights and duties set forth in the Agreement are personal to you. Accordingly, you will not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement, the franchise (including the transfer by any equity owner of you, if you are a business entity, of any interest in the business entity that owns this franchise) or in the assets of the franchise (other than the sales of assets in the ordinary course of business) (collectively referred to sometimes as a "transfer"), except that you may sell the assets of the Franchised Branch, or the equity interests in the franchisee business entity, subject to the conditions listed in Section 13.c below, with our prior written consent to a purchaser who will operate a Branch under the System pursuant to our then current form of standard franchise agreement. We will undertake to grant to a purchaser of the assets of the Franchised Branch or the equity interests who is acceptable to us, an Agreement for the period then provided in our then current form of franchise agreement, but not less than two (2) years, commencing on the date of the sale of the assets of the Franchised Branch or the equity interests. Any purported transfer, by operation of law or otherwise,

not having our written consent will be null and void and will constitute a material breach of this Agreement.

c. The conditions required to obtain our written consent to the sale of the assets of the Franchised Branch or the equity interests are:

i. the purchaser consists of at least two (2) individuals who will individually be the franchisee or a business entity franchisee with at least two (2) equity owners, and the purchaser demonstrates to our satisfaction in our business judgment that the individual purchasers (or the equity owners of the purchaser, if the purchaser is a business entity) meet our educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Branch; and have adequate financial resources and capital to operate the Franchised Branch; if the purchaser is a business entity the purchaser entity must satisfy our requirements set out below;

ii. you pay us a transfer fee of equal to $1,000 to cover legal and accounting fees, credit and investigative charges, travel, administrative, training and other expenses in connection with the transfer;

iii. if we produce the purchaser, you will pay us a sales commission in the amount of 7% of the gross sales price of the assets of the Franchised Branch (an existing or former franchisee of any Branch(s) or an applicant for a franchise who becomes the purchaser will be considered to be produced by us); if we exercise our right of first refusal under Section 13.f below, you will not pay any sales commission;

iv. you must not be in breach of any obligations to us under the terms of this Agreement;

v. the sale must be completed in time to enable us to enter into a replacement franchise agreement with the purchaser before the expiry of this Agreement;

vi. you and your equity owners sign a termination agreement, including reaffirming the covenant not to compete in our favor as contained in Section 18.b and a general release in a form satisfactory to us, of us and our subsidiaries and affiliates and our/their respective officers, directors, shareholders and employees in our/their corporate and individual capacities;

vii. the purchaser enters into our then-current form of franchise agreement;

viii. the purchaser has satisfied all licensing and other requirements under applicable state law;

ix. the purchaser has designated two (2) individuals who are either equity owners or management individuals the purchaser has selected and we have approved to serve as Branch Directors who will complete the initial training program then in effect for franchisees to our satisfaction;

x. you have complied to our satisfaction, or you or the purchaser agree to comply and have made arrangements satisfactory to us to comply with all obligations to maintain the Franchised Branch in compliance with the System, including obligations to remodel, refurbish and improve the Franchised Branch as required by this Agreement to conform to our then-current standards;

xi. we have approved the material terms and conditions of the transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Franchised Branch by the purchaser in compliance with our then standard franchise agreement and ancillary agreements; and

xii. we have not exercised our right of first refusal under Section 13.f below.

d. You acknowledge that we have legitimate business interests in the approval of any transfer to an informed party whom we deem capable. Our discussions with and disclosure to the proposed purchaser may include your entire sales and operations history, information about the market and any other information we deem relevant. Disclosure of this information by us will not, under any circumstances, be deemed to be interference with the proposed transfer or violation of any privacy or nondisclosure obligation to you. We may, but are not obligated to, provide all or any portion of our files on the Franchised Branch to the proposed purchaser. Other than any disclosure duty imposed by law, however, we have no duty to disclose any information to any proposed purchaser. We will not have any liability to you for any disclosures we make to the proposed purchaser.

e. If the purchaser is a corporation, limited liability company or other approved form of business entity:

i. the purchaser business entity will have at least two (2) equity owners, will be newly organized and will have organizational documents that clearly state that its activities are confined exclusively to the operation of the Dystopia Rising business and that reference the restrictions on transfer under this Agreement;

ii. all of the equity owners of the purchaser business entity will guarantee the obligations of the purchaser business entity under this Agreement and will be bound jointly and severally by the terms and conditions of this Agreement which are applicable to them, including but not limited to the provisions contained in Section 10 (relating to non-disclosure), Section 11 (relating to the Marks), Section 12 (relating to records and reports), Section 13 (relating to transfer), Section 14 (relating to death or disability), Section 17 (relating to obligations upon termination, expiration or transfer), Section 18 (relating to non-competition), Section 19 (relating to governing law, dispute resolution, **waiver of jury trial**, class litigation and punitive damages), and Section 20 (indemnification) and the general provisions, and will sign an agreement in the form we prescribe confirming these obligations. The Continuing Guaranty, attached as **Exhibit 1** is currently the form we prescribe.

iii. each person who becomes an equity owner in a business entity franchisee during the term of this Agreement, will also sign a Continuing Guaranty in the form we then prescribe guaranteeing the obligations of the entity under this Agreement and agreeing to be bound jointly and severally by the applicable provisions of this Agreement.

iv. you will provide us with copies of all governing documents of the purchaser business entity (e.g., articles of incorporation or organization, bylaws, stock certificates, operating agreement, membership certificates, agreements among the owners, etc.) which must be reasonably satisfactory to us in our sole business judgment; during the term of this Agreement you

agree before amending any of these documents or entering into new agreements, including any merger or other transaction which would result in a different business entity succeeding to the rights under this Agreement (even if the ownership of the new entity is the same as the old entity) to provide us with all proposed amendments and new documents for our approval, which we will not unreasonably withhold.

f. We will have a right of first refusal to purchase the assets of the Franchised Branch or any direct or indirect interest in the Franchised Branch (including equity ownership of the equity owners of your business entity if you are a business entity and any interest in any business entity that owns this franchise), according to the following procedures:

   i. you will submit to us a copy of the proposed purchaser's written offer (the "Purchase Offer") to purchase the assets of the Franchised Branch or the equity interests from you together with a financial statement of affairs and a business history of the proposed purchaser and any further information which we may reasonably require;

   ii. upon receipt of the Purchase Offer accompanied by the additional required or requested items, we will have, in addition to our other rights under this Agreement, an option to purchase the assets of the Franchised Branch or the equity interests in the entity franchisee for the same amount and on the same terms as those set out in the Purchase Offer; we will exercise the option by giving written notice to you within twenty-eight (28) days after our receipt of the Purchase Offer, during which option period the terms of the Purchase Offer cannot be altered;

   iii. if we do not exercise the right of first refusal and the option and we consent to the proposed purchase, as a condition to our consent the proposed purchaser must deposit twenty-five percent (25%) of the purchase price with us and then upon the closing date of the sale the purchaser will pay the balance of the purchase price to our solicitor (as agent for you) subject to a lien for any monies owed to us by you, and we will deduct from the purchase price, first from the deposit and then direct the solicitor to remit to us from the balance of the purchase price, the amount of your unpaid obligations to us, if any, together with the amounts due to us for the transfer fee, sales commission or otherwise in accordance with this Agreement, and we and our solicitor will remit any outstanding balance of the purchase price to you within thirty (30) days after the date of receipt of the final amount of the purchase price by our solicitor;

   iv. if we do not exercise the right of first refusal and the option, you may close the sale to the approved purchaser, but as a condition of our consent, the sale must be only on the terms of the Purchase Offer; if the sale price or any other significant term of the Purchase Offer is changed, the amended terms must be reoffered to us as a new Purchase Offer that will be submitted to us to be processed under this Section 13.f in place of the original Purchase Offer.

   v. Our election not to exercise our right of first refusal as to any Purchase Offer does not constitute our consent to any proposed transfer.

   vi. We may assign our right of first refusal to any person or entity, including any of our affiliates or a franchisee.

vii. The right of first refusal contained in this Section 13.f does not apply to transfers to an entity for convenience of ownership or a transfer to your affiliate or an existing equity owner of the franchisee entity.

g. Our consent to a transfer of any interest in the franchise granted in this Agreement will not constitute a waiver of any claims we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the purchaser.

14. Death or Incapacity of the Franchisee

a. Upon the death or permanent incapacity of any person with an interest in the Franchised Branch (including any interest in any business entity that owns this franchise), and upon the dissolution of a franchisee that is a business entity, the executor, administrator, personal representative or trustee of that person or entity will transfer his or its interest to a third party approved by us within twenty-eight (28) days. Transfers under this Section 14, including transfers by devise or inheritance, will be subject to the same conditions as any lifetime transfer under Section 13. If the heirs or beneficiaries are unable to meet the conditions set forth in Section 13, the executor, administrator, personal representative or trustee of the deceased or incapacitated franchisee will have a reasonable time to dispose of the deceased's or incapacitated person's interest in the franchise, which disposition will be subject to all the terms and conditions for transfers contained in the Agreement.

b. In the event no replacement franchisee has acquired the interest in the Franchised Branch by the end of the twenty-eight (28) day transfer period, then:

i. We will manage the Franchised Branch on behalf of the personal representative of deceased or incapacitated franchisee until such time as a new franchisee is appointed or we terminate this Agreement pursuant to this Section; during the management period, we will be entitled to a monthly operations fee of $2,000 together with the cost of the travel accommodation and subsistence of any employee or other representative of ours engaged in the management of the Franchised Branch and we will also be entitled to twenty percent (20%) of the pre-tax profits of the business (such profits to be calculated in accordance with generally accepted accounting principles applied on a consistent basis);

ii. We will use reasonable efforts and our business judgment in managing the Franchised Branch, but all cases we will be indemnified by you (and/or your estate) against any costs and/or liabilities related in any way to our management and the operation of the Franchised Branch, save in respect of liability arising from our negligence; we will not assume any of your liabilities by exercising our right to step-in and manage the Franchised Branch.

iii. Both we and the deceased or incapacitated franchisee's personal representatives will try to find a purchaser who will be acceptable to us and if a purchaser is found we will grant the purchaser a franchise agreement on our then-current form subject to the same conditions as any lifetime transfer under Section 12;

iv. If an acceptable purchaser has not been found and a replacement franchise agreement has not been entered into within six (6) months from the date of

the death or incapacity of the franchisee, we will have the option at any time thereafter to terminate this Agreement on paying to you and/or the franchisee's executor, administrator, personal representative or trustee, as applicable, according to your and the deceased or incapacitated franchisee's respective interests, a sum equal to five percent (5%) of the annual turnover of the last calendar year.

15. Term; Renewal Franchise

a. The duration of this Agreement is for five (5) years from the Effective Date, expiring the day before the fifth anniversary of the Effective Date, subject to earlier termination as provided in Section 16. Subject to the terms of this Agreement, you will be eligible to be awarded a renewal franchise. The renewal franchise may differ materially from this Agreement in financial and other ways and the game territory described in Section 1.d may be altered (if in our business judgment we believe that you are not fully developing your Franchised Branch throughout your game territory). The renewal franchise term will be for a five (5) year period. We will not be obliged to offer more than three (3) renewal franchises, subject to our right to withdraw from franchising in any geographic area.

b. You must give us written notice of your wish to renew not more than six (6) and not less than two (2) months, before the expiration of the term of this Agreement. Within forty-five (45) days after our receipt of the notice, we will give to you in writing any reasons which could cause us not to award the renewal franchise, by virtue of a failure to meet any of the conditions set out in this Section 15.

c. Any grant of a renewal franchise must meet the following conditions:
    i. no breach of this Agreement, which would have entitled us to terminate this Agreement, has occurred and no breach of any provision of this Agreement shall be unremedied at the time of your notice or the agreement date of the Renewal Agreement;
    ii. your Franchised Branch and its operations must fully comply with the System then-applicable for new Branches and with the Operating Manual by the expiration of this Agreement;
    iii. you must have executed our then-current form of franchise agreement and related documents then customarily used by us (with appropriate modifications to reflect the fact that the franchise agreement to be awarded relates to a renewal franchise as contemplated by this Agreement including to reflect the remaining number of renewal franchises and the annual franchise fee);
    iv. the annual franchise fee due under each renewal franchise will be the then current annual franchise fee charged by us if we are offering new franchises at that time, otherwise it will be the same as the annual franchise fee last payable under this agreement or the latest renewal franchise, and the payment of the annual franchise fee for the first year of the renewal franchise will be due no later than the first day of the renewal franchise on the applicable anniversary of the Effective Date; we will not be required to provide you any initial training or other "start-up" services in connection with the award of any renewal franchise; and

v. you and if you are a business entity, each equity owner, must have executed a general release, except for any claims exclusively related to the renewal franchise.

16. Termination

a. We may terminate this Agreement and the franchise upon delivery of notice of termination to you upon the occurrence of any of the following events:
   i. you or any equity owner in your franchisee entity become insolvent, make a general assignment for the benefit of creditors, are adjudicated a bankrupt, suffer temporary or permanent court appointed receivership of substantially all of your or their property or suffer the filing of a voluntary or involuntary bankruptcy petition which is not dismissed within 30 days after filing;
   ii. you abandon or cease to do business or take any steps to cease conducting the business of the Franchised Branch;
   iii. final conviction or plea of guilty or nolo contendere of you or any of your officers or equity owners, of a felony, or a crime involving moral turpitude, or any other crime which in our business judgment has affected or may affect the reputation of the Franchised Branch or the goodwill of the Marks, or if you or any officer or equity owner engage in dishonest or unethical conduct, conduct involving moral turpitude, or other conduct which, in our business judgment has affected or may affect the reputation of the Franchised Branch or the goodwill of the Marks;
   iv. if a threat or danger to public health or safety or to the health or safety of the members and/or adults at the Franchised Branch or your game results from the maintenance or operation of the Franchised Branch or your game, including your failure to comply with quality assurance standards; or
   v. if you or your equity owners or the Franchised Branch fail to comply with Section 3.o relating to Anti-Terrorism Laws.

b. We will have the further right to terminate this Agreement and the franchise if you are in breach of any material provision of this Agreement not listed in Section 16.a, by giving you written notice of the event or circumstances giving rise to the breach. The notice will state specifically the nature of the breach and allow you the following amount of time to correct the breach after receipt of our notice:
   i. seven (7) days if the failure relates to the use of the Marks or the Confidential Information;
   ii. twenty-one (21) days if the failure relates to your failure to make any payment of money to us, our affiliates or any lender which has provided financing to you under an arrangement with us;
   iii. twenty-eight (28) days if the failure relates to any other breach not listed in Section 16.a or this Section 16.b.

c. If you fail to cure any material breach under Section 16.b within the applicable cure period, we may terminate this Agreement for that reason by providing written notice to you, except if the breach is not susceptible to cure within the time permitted but you take action within the time permitted to begin curing the breach and act diligently to complete

the corrective action within a reasonable time, you will be deemed to have timely cured the breach.

d. You may terminate this Agreement after two (2) years for convenience or otherwise without cause, effective only on the last day of the second, third, or fourth year of this Agreement (occurring on the day before the second, third or fourth anniversary of the Effective Date), by giving us written notice of your wish to terminate this Agreement prior to its expiration date, given not more than six (6) months and not less than two (2) months, before the intended authorized termination date.

17. Obligations Upon Termination, Expiration or Transfer

Upon termination, expiration, or transfer of this Agreement:

a. You will immediately cease to operate the Franchised Branch, and will not thereafter, directly or indirectly, represent to the public or hold yourselves out as one of our present or former franchisees.
b. You will immediately and permanently cease to use, by advertising or in any manner whatsoever, any equipment, signs, stationery, confidential methods, procedures and techniques associated with the System; the trade and service mark "Dystopia Rising®", and any other Marks and distinctive forms, copyrighted terms and copyrighted location names, slogans, signs, symbols, or devices associated with the System.
c. You will take all actions as may be necessary to cancel any assumed name or equivalent registration which contains the name "Dystopia Rising®" or any other service mark or trademark of ours.
d. You will promptly pay all sums owing to us, our affiliates and your third party vendors and suppliers.
e. You will immediately turn over to us or at our direction, to the transferee or another person, all manuals, including the Operating Manual, records, files, instructions, correspondence, and all other materials related to operating the Franchised Branch, including brochures, agreements and any other materials relating to the operation of the Franchised Branch in your possession.
f. You will comply with your obligations under this Agreement which expressly or by their nature survive the termination, expiration, or transfer of this Agreement, all of which shall continue in full force and effect subsequent to and notwithstanding the termination, expiration, or transfer of this Agreement, including, without limitation, Section 10 (relating to non-disclosure), Section 18 (relating to non-competition), Section 19 (relating to governing law, dispute resolution, **waiver of jury trial**, class litigation and punitive damages), and Section 20 (indemnification), which will continue to be in effect and enforceable against you in accordance with their terms.
g. You will not use any recommendation or reference provided as a result of your work as a franchisee.
h. If we so elect, at our sole option, upon any termination or expiration of this Agreement, you will sell to us such unused supplies and other items as we may designate that are associated with a Franchised Branch, including but not limited to game currency, herb, scrap, item cards and other supplies described in Section 6, at its original cost.

18. Covenants

a. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you will not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other entity:
    i. Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise, to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.
    ii. Employ or seek to employ any person who is at that time employed by us or by our affiliate or any of our franchisees, or otherwise directly or indirectly to induce such a person to leave his or her employment without the consent of their employer, although you may accept unsolicited employment applications and conduct general, nondirect solicitation through the internet or newspapers and subsequently hire such person in compliance with our policies relating to hiring other franchisees' employees.
    iii. Own, maintain, engage in, be employed by, lease real estate to, finance, or have any interest in any live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch (other than a Dystopia Rising Branch under an effective franchise agreement with us) (save for a financial interest which does not allow you to influence the economic conduct of such a business).
b. You covenant that for a period of one (1) year after the expiration, transfer or termination of this Agreement, regardless of the cause of termination, or after the date upon which you cease to operate the Franchised Branch following the expiration, transfer or termination of this Agreement, whichever is later, you will not either directly or indirectly, for yourself or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation or other entity:
    i. Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise, to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.
    ii. Employ or seek to employ any person who is at that time employed by us or by our affiliate or any of our franchisees, or otherwise directly or indirectly to induce such a person to leave his or her employment without the consent of their employer, although you may accept unsolicited employment applications and conduct general, nondirect solicitation through the internet or newspapers and subsequently hire such person in compliance with our policies relating to hiring other franchisees' employees.
    iii. Own, maintain, engage in, be employed by, lease real estate to, finance, or have any interest in any live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch (other than a Dystopia Rising Branch under an effective franchise agreement with us) within your game territory

described in Section 1.d (save for a financial interest which does not allow you to influence the economic conduct of such a business).

iv. Own, maintain, engage in, be employed by, lease real estate to, finance, or have any interest in any live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch (other than a Dystopia Rising Branch under an effective franchise agreement with us) which operates within a radius of one hundred (100) miles from the premises in the United States of any then existing or proposed Branch operated by our franchisee or by us (save for a financial interest which does not allow you to influence the economic conduct of such a business).

c. You will work directly with us to transfer all player and character information (for no consideration) to either the closest neighboring Branch or to the network as whole.

d. You agree to pay us for any violations of these noncompetition covenants $2,000 per event or incident, as being a reasonable pre-estimate of our damages, payable no more than thirty (30) days after the event ends. If you breach the covenant, we may seek to enjoin your activities under Section 19.

e. Subject to applicable law, you will obtain a written agreement, in form and substance satisfactory to us, from your equity owners, and Branch Directors, containing the noncompetition covenant stated above and agreeing that they will recognize Licensor and us as third-party beneficiaries with the independent right to enforce the covenants either directly in Licensor's or our own name as beneficiary or acting as agent. You hereby irrevocably appoint Licensor and/or us as your agent with respect to the enforcement of these covenants. An example of a separate written noncompetition agreement currently considered satisfactory, including provisions to confirm Licensor's and/or our rights to enforce the agreement, is the Nondisclosure and Noncompetition Agreement attached as an exhibit to our franchise disclosure document.

f. You understand and acknowledge that we will have the right, in our sole and exclusive business judgment, to reduce the scope of any covenant set forth in Sections 18.a and 18.b, or any portion of the covenant, without your consent, effective immediately upon your receipt of written notice of that fact, and you agree to comply with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Section 27 of this Agreement.

g. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 18 (including its subsections) determines that it would be invalid or unenforceable as written, then the provisions of this Section 18 (including its subsections) will be deemed to be modified to the extent or in the manner as necessary for those provisions to be valid and enforceable to the greatest extent possible.

19. Enforcement

a. This Agreement takes effect when accepted and signed by us in Connecticut. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement will be construed under the laws of the State of Connecticut and any dispute between the parties will be governed by and determined in accordance with the substantive law of the State of Connecticut, which laws will prevail in the event of any conflict of law; except you will not be entitled to any

rights under any franchise registration or disclosure law or any franchise relationship law of the State of Connecticut unless the Protected Area is located in the State of Connecticut and/or the jurisdictional requirement of the law is otherwise met without reference to the choice of law provision in this Section 19.a.

b. Before any party takes any steps to litigate any dispute or claim arising out of or related to this Agreement or any other agreement between you and us ("*Dispute*"), the following is required, except as otherwise provided in this Agreement, including but not limited to Section 19.e:
    i. The aggrieved party must give the other party (or parties) written notice of any Dispute (the "*Dispute Notice*"). The Dispute Notice will specify in reasonable detail the nature of the Dispute and will be addressed to the individual or the operating principal, president, general partner, manager or other executive officer of an entity, as applicable.
    ii. A representative from each entity that is a party or the individual party involved in the Dispute will meet where our corporate headquarters are then located at a mutually acceptable time to attempt in good faith to resolve the Dispute.
    iii. If the Dispute has not been resolved within sixty (60) days after delivery of the Dispute Notice, any party to the Dispute, by written notice to the other parties, may initiate mediation, which will be conducted under the auspices of JAMS, Inc. ("*JAMS*") under its rules governing mediation, in New Haven, Connecticut, or in a city we or JAMS select close to where our headquarters are then located, by a mediator selected from the JAMS panel. Each party will bear its own costs with respect to the mediation and the parties will share the cost of the mediation fee equally, except as otherwise provided in Section 19.f. All aspects of the mediation will be privileged and confidential and will not be admissible in any proceeding. Once a party has submitted a Dispute to mediation, the obligation to attend will be binding on both parties.
    iv. If the Dispute is not resolved by mediation within sixty (60) days after the delivery of the written notice initiating mediation, any party to the Dispute may commence litigation.
c. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the State of Connecticut, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, to the extent a Dispute cannot be resolved by mediation, any action arising out of or relating to this Agreement will be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the State of Connecticut for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that these courts are inconvenient forums.
d. No right or remedy conferred upon or reserved to us or you under this Agreement will be deemed to be exclusive of any other right or remedy under this Agreement or of any right or remedy provided by law and/or equity. Each right and remedy will be cumulative.
e. Notwithstanding the above, the infringement of the Marks, the System or copyrighted items, unauthorized disclosure of confidential information, and violations of the

confidentiality or non-competition covenants may cause irreparable harm to us, our other franchisees and the System as a whole. Accordingly, claims by either party related to these acts shall not be subject to the mediation procedure. Nothing in this Agreement will prevent us from obtaining injunctive relief in any appropriate forum against actual or threatened conduct that will cause us loss or damages, under the usual equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions, including for your unauthorized use of the Marks, the System or copyrighted items, unauthorized disclosure of confidential information or for violation of any of the post-termination covenants in this Agreement, nor will we be obligated to pursue any informal resolution or mediation of these claims before seeking injunctive relief.

f. In any action to enforce or defend our rights under this Agreement, whether by complaint, counterclaim, appeal or otherwise, we will be entitled to recover if we are the prevailing party, in addition to any other recovery, reasonable attorneys' fees, court costs and expenses of mediation and litigation.

g. **A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES.**

h. **YOU AGREE TO MEDIATE AND LITIGATE EACH DISPUTE WITH US ON AN INDIVIDUAL BASIS. YOU WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISEE, INDIVIDUAL, OR ENTITY, AND YOU WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT.**

i. **YOU MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST OUR BUSINESS ENTITY. OUR AFFILIATES AND OUR/THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, GENERAL PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES WILL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND WILL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY YOU IF YOUR CLAIM ARISES OUT OF OR RELATES TO THIS AGREEMENT. YOU FURTHER AGREE THAT ALL OF THE FOREGOING PARTIES ARE INTENDED BENEFICIARIES OF THIS CLAUSE.**

j. **WE AND YOU, RESPECTIVELY, WAIVE ANY RIGHT WE OR YOU MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. WE AND YOU, RESPECTIVELY, EACH ACKNOWLEDGE THAT WE AND YOU, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

20. Independent Contractor; Indemnification

a. This Agreement does not create a fiduciary relationship between us. You will operate the Franchised Branch as an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint

venturer, partner, employee or servant of the other for any purpose. Although you must comply with this Agreement and the System, you will have full and complete control of the manner in which you comply and full and complete control of the day-to-day operation of the Franchised Branch and your business policies and practices.

b. You will hold yourself out to the public as an independent contractor operating the business pursuant to a license from us and/or Licensor. You will take all actions necessary to do so, including exhibiting a notice of that fact in a form satisfactory to us in a conspicuous place in the Franchised Branch.

c. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or incur any debt or other obligation in our name, and we will in no event assume liability for, or be deemed liable as a result of any act or omission by you in your conduct of the Franchised Branch or any claim or judgment against us. You will indemnify and hold us and our affiliates and our and our affiliates' respective officers, directors, managers, members, partners, shareholders, independent contractors and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your ownership, operation or occupation of the Franchised Branch, as well as all costs, including reasonable attorneys' fees, of defending against them. We will have the right to control all litigation against us or any other indemnified party or involving the Marks, and to defend and/or settle any such claim affecting our interests, in any manner we deem appropriate. Without affecting your duty to defend and indemnify us as set forth above, we may also elect to retain our own counsel at your cost to represent us or other indemnified parties. Our exercise of control over the litigation will not affect our rights to indemnification under this Section 20.c.

21. Principals

a. We permit partnerships, corporations, limited liability companies and other business entities we specify in the Operating Manual or otherwise to sign this Agreement as franchisee (initially or as a transferee). If you are a business entity, we have entered into this Agreement in partial consideration of, and in reliance on the personal qualifications, skills and abilities and the continued involvement in the operation of the Franchised Branch of your shareholders, partners, members, or other ownership holders, all of whom will be listed in the Franchisee Identification and Ownership Certificate in the form attached as **Exhibit 2** (*"Principals"*). Any withdrawal of any Principal from the Franchised Branch without our prior written approval will be a material breach of this Agreement.

b. If you are a business entity, we would not enter into this Agreement without the personal guaranty of each Principal and without each Principal agreeing to be personally bound by certain provisions of this Agreement. We have entered into this Agreement in partial consideration of the delivery of a separate Continuing Guaranty by Principal(s) in the form of **Exhibit 1**.

c. If you are a business entity signing this Agreement as franchisee (or assuming this Agreement in connection with a transfer), in addition to the Principals satisfying their respective obligations above, the business entity and/or the Principals will satisfy their remaining respective obligations as listed in Section 13.e.

22. Waiver

Our failure to exercise any power given to us under this Agreement or to insist upon strict compliance by you with any obligation under this Agreement and no custom or practice of the parties will constitute a waiver of any of our rights under this Agreement. Our waiver of any particular default by you will not affect or impair our rights in respect of any subsequent default of any kind by you nor will our delay or omission to exercise any rights arising from any default of yours affect or impair our rights in respect of the particular default or any default of any kind.

23. Notices

Any notice required to be given for the purposes of this Agreement will be given by sending the same by prepaid first class post, e-mail, or facsimile to, or by delivering the same by hand at, the relevant address shown in this Agreement or such other address as will have been notified (in accordance with this Section) by the party concerned as being its address for the purposes of this Section. Any notice so sent by post will be deemed to have been served two (2) days after posting and in proving this service it will be sufficient proof that the notice was properly addressed and stamped and put into the post. Any notice sent by e-mail or online forum or facsimile will be deemed to have been served on the next business day following the date of dispatch.

24. Warranties

You will make no statements, representations or claims and will give no warranties to any customer or potential customers in respect of the Franchised Branch except as we have specifically authorized to be given either in writing or in the Operating Manual in force at the relevant time. You hereby covenant and agree to keep us fully and effectively indemnified against all claims, demands, losses, expenses and costs which we may incur as a result of any breach by you of this provision or of any other provision contained in this Agreement.

25. Force Majeure

This Agreement will be suspended during the period and to the extent of such period that we reasonably believe any party to this Agreement is prevented or hindered from complying with its obligations under any part of it, by any cause beyond its reasonable control including but not restricted to strikes, war, civil disorder, and natural disasters. If such a period of suspension exceeds one hundred eighty (180) days, then we will upon giving written notice to you, be able to require that:

i. You pay us immediately all money due to us, and
ii. You immediately cease trading, until further notice from us.

26. Severability and Construction

a. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon,

such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties hereto; and the invalid sections, parts, terms and/or provisions will be deemed not to be part of this Agreement.

b. If any applicable law or rule of any jurisdiction requires a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, the prior notice or other action required by law or rule will be substituted for the notice or other action required in this Agreement.
c. Nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than you or us or our respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement, except as specifically provided in this Agreement.
d. All captions in the Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.
e. This Agreement may be signed in counterparts; each signed copy will be deemed an original and all of which, together, will constitute the same instrument. Facsimile signing and delivery of this Agreement is legal and binding for all purposes.
f. The Background Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

27. Entire Agreement; Amendment

This Agreement and any attachments constitute the complete and integrated agreement between you and us concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced you to sign this Agreement except that you may rely on our representations in the most recent Franchise Disclosure Document (the "FDD") we delivered to you, including its exhibits and any amendments, in connection with this Agreement. No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either party and none will have any effect with reference to this Agreement. No change in this Agreement will be binding on either party unless it is mutually agreed to in writing.

The Signature Page Follows.

YOU ACKNOWLEDGE YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AGREEMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties have signed this Agreement as of the date first above written.

Branch:
Company Name:_____
Branch Name: _____

By:_____
Signature

Name (Printed):_____
Title: _____
Date: _____ / _____ / 20 ___

Company Tax Number: _____

Contact Email: _____
Company URL: _____
Contact Phone: (_____) _____ - _____
Secondary Phone: (_____) _____ - _____

Dystopia Rising LLC

By:_____
Signature

Name (Printed): Ashley Zdeb
Title: _____
Date: _____ / _____ / 20 ___

EXHIBIT 1

TO THE DYSTOPIA RISING LLC FRANCHISE AGREEMENT

CONTINUING GUARANTY

(AND AGREEMENT TO BE BOUND BY FRANCHISE AGREEMENT)

For value received, the undersigned do hereby jointly and severally (if more than one undersigned) and unconditionally guarantee unto DYSTOPIA RISING LLC, a Connecticut limited liability company, and its successors and assigns (the "Franchisor") the full payment and performance of _____ [name of franchisee entity], a _____ [state of formation] _____ [limited liability company/corporation] ("Franchisee") under the terms and covenants of that certain Franchise Agreement between Franchisor and Franchisee, dated _____, 20___ (the "Agreement") including, without limitation, interest and all other sums due thereunder and attorneys' fees and costs incurred in the enforcement of the Agreement or this Continuing Guaranty. Furthermore, the undersigned hereby expressly confirm and agree that the provisions of the Agreement that expressly or by implication are intended to apply to the undersigned personally will be applicable to the undersigned as if fully rewritten in this Continuing Guaranty and the undersigned will comply with and be personally bound by, and personally liable for (as if the references to the Franchisee were to each of the undersigned, jointly and severally) these provisions, including but not limited to the provisions contained in following sections of the Agreement, and any successor or replacement provisions however numbered: Section 10 (relating to non-disclosure), Section 11 (relating to the Marks), Section 12 (relating to records and reports), Section 13 (relating to transfer), Section 14 (relating to death or disability), Section 17 (relating to obligations upon termination, expiration or transfer), Section 18 (relating to non-competition), Section 19 (relating to governing law, dispute resolution, **waiver of jury trial**, class litigation and punitive damages), and Section 20 (indemnification) and the general provisions.

The obligations of the undersigned pursuant to this Continuing Guaranty are joint and several, primary, and independent of the obligation of Franchisee. This Continuing Guaranty is a guaranty of payment and performance and not of collection, and a separate action or actions may be brought and prosecuted against the undersigned regardless of whether an action is brought against Franchisee or whether Franchisee is joined in any such action or actions. This is a Continuing Guaranty relating to the Agreement, including indebtedness arising under successive transactions that continue pursuant to the Agreement or from time to time renew or extend it. The undersigned authorizes Franchisor without notice or demand and without affecting their liability hereunder from time to time to: (a) change the amount of or the time for payment or any of the other terms and covenants of the Agreement; (b) take and hold security for the payment of this Continuing Guaranty, and to renew, compromise, exchange, transfer, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Franchisor in its sole and exclusive business judgment may determine; (d) release or substitute any one or more of the undersigned guarantors; (e) bid and purchase at any sale of security for this Continuing Guaranty; (f) assign or transfer all or any part of its interest in the Agreement; and (g) assign this Continuing Guaranty in whole or in part. The undersigned waive any right to require Franchisor to proceed against Franchisee, or proceed against or exhaust security for indebtedness evidenced hereby, or pursue any other remedy in Franchisor's power whatsoever. Each of the undersigned, if constituting married persons, expressly agrees that recourse may be made against their marital community and their separate property and in such order and manner as Franchisor may elect. The undersigned waive any defense arising by reason of any disability of defense of Franchisee or by reason of the cessation from any cause whatsoever of the liability of Franchisee. The undersigned waive all presentments, demands or performance, notice of nonperformance, protest, notice of protest, notices of dishonor and notices of acceptance of this Continuing Guaranty and of the existence, creation or incurring of new or additional obligations. Until all obligations of Franchisee under the Agreement have been paid and satisfied in full, the undersigned will have no right of subrogation and waive any right to enforce any

remedy which Franchisor now has or hereafter may have against Franchisee, and further waive any benefit of, and any right to participate in any security now or hereafter held by Franchisor. This Continuing Guaranty will bind the undersigned's heirs, administrators, personal representatives, successors and assigns, and will inure to the benefit of Franchisor and its successors and assigns including, without limitation, any party to whom Franchisor may assign any interest in the Agreement, and the undersigned hereby waive notice of any such assignment. All of Franchisor's rights are cumulative and not alternative. This Continuing Guaranty will be governed by, construed, and enforced under Connecticut law.

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the Franchise Agreement and this Continuing Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney-at-law.

Executed on the dates stated below.

Percentage Ownership in
the Business Entity Franchisee

PRINCIPAL(S)

_____ %

_____
Signature

_____
Typed or Printed Name

_____
Date

_____ %

_____
Signature

_____
Typed or Printed Name

_____
Date

EXHIBIT 2

TO THE DYSTOPIA RISING LLC FRANCHISE AGREEMENT

FRANCHISEE IDENTIFICATION AND OWNERSHIP CERTIFICATE

As of _____, 20___, the following information is true, accurate and correct:

Name of Franchisee:_____ [name of franchisee entity]

Form of Franchisee (check one):

(i) ____ corporation; (ii) ___ limited liability company;

(iii) ___ sole proprietorship; (iv) ___ partnership;

(v) ___ other (describe) _____

Names and addresses of individual franchisee(s) or of the equity owners of a business entity franchisee and of any business entity that is itself an equity owner of a business entity franchisee:

Names and Addresses	**Percentage of Ownership Held in Franchise or in Business Entity Equity Owner**
_____ _____ _____ _____	_____% ___ of Franchise *OR* ___ of _____[entity]
_____ _____ _____ _____	_____% ___ of Franchise *OR* ___ of _____[entity]
_____ _____ _____ _____	_____% ___ of Franchise *OR* ___ of _____[entity]
_____ _____ _____ _____	_____% ___ of Franchise *OR* ___ of _____[entity]

25009\1\3686728.v1

EXHIBIT C

DYSTOPIA RISING LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

DYSTOPIA RISING LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

You (either individually or as a principal of a partnership, corporation or limited liability company and on such entity's behalf) are preparing to enter into a Branch Franchise Agreement (the "Franchise Agreement") with Dystopia Rising LLC ("we" or "us") for the operation of a DYSTOPIA RISING® franchised Branch. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that were not authorized and that may be untrue, inaccurate or misleading, and to be certain that you understand the factors that may affect your business and the limitations on claims you may make against us. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Did you receive a copy of our Franchise Disclosure Document (individually or on behalf of an entity) at least 14 calendar days (i) before signing the Franchise Agreement or other binding franchise related agreement, or (ii) before paying us or our affiliates any monies, refundable or otherwise?

Yes ___ No ___

2. Did you receive a copy of the signature versions of the Franchise Agreement or other binding franchise related agreements at least seven calendar days before signing the agreement, not including merely inserting your name and address and other fill-in-the-blank information, or incorporating any changes that were a result of negotiated changes you requested and had an opportunity to review before signing the agreement?

Yes ___ No ___

3. Have you personally studied and reviewed the Franchise Disclosure Document and the Franchise Agreement that you are signing today and each exhibit and schedule attached to it?

Yes ___ No ___

4. Do you understand all of the information contained in the Franchise Disclosure Document and in each agreement that you are signing today?

Yes ___ No ___

5. Have you discussed the benefits and risks of operating the franchise with an attorney, accountant or other professional advisor, and do you understand those risks?

Yes ___ No ___

If you have answered "No" to any of the questions 1. through 5., please provide a full explanation of your answer in the following blank lines, and attach additional pages, if necessary.

_____

_____

_____

_____

_____

6. Has any employee or other person speaking on behalf of Dystopia Rising LLC made any oral, written or visual claim or statement or promise concerning the revenue, profit or operating costs of Branches operated by us or our affiliates or franchisees that is not contained in the Franchise Disclosure Document or that is contrary to or different from the information contained in the Franchise Disclosure Document?

Yes ___ No ___

7. Has any employee or other person speaking on behalf of Dystopia Rising LLC made any oral, written or visual claim, statement, promise, or prediction regarding the total amount of sales or revenue you may realize or the amount of profit or earnings you may make or success you may enjoy in operating the franchise?

Yes ___ No ___

8. Has any employee or other person speaking on behalf of Dystopia Rising LLC made any oral, written or visual claim, statement, promise, or prediction regarding the costs you may incur in operating the franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes ___ No ___

9. Has any employee or other person speaking on behalf of Dystopia Rising LLC made any oral, written or visual claim, statement, promise, prediction or agreement concerning advertising, marketing, training, support service or assistance that Dystopia Rising LLC will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes ___ No ___

If you have answered "Yes" to any of the questions 6. through 9., please provide a full explanation of your answer in the following blank lines, and attach additional pages, if necessary.

_____

_____

_____

_____

_____

10. Do you understand that the franchise is granted for the right to develop and operate one single Branch located in a particular city and within a defined territory as stated in Sections 1.a and 1.d of the Franchise Agreement, and that as stated in Section 1.e of the Franchise Agreement, Dystopia Rising LLC and its affiliates retain all other rights, and that these other rights include, among others, both within and outside your game territory and your Protected Area, as described in Section 1.d of the Franchise Agreement (i) to own, operate, franchise or license any business concept, including branches operating under names other than DYSTOPIA RISING®, regardless of whether or not these other concepts service the same customer group you service or offer services and products which are similar to or compete with those offered by your Branch, and (ii) to distribute services and products under the DYSTOPIA RISING® marks through alternative channels of distribution, which may include, sales via mail order, catalog or the Internet, to consumers located anywhere?

Yes ___ No ___

11. Do you understand that the Franchise Agreement contains the entire agreement between you and Dystopia Rising LLC concerning the franchise for the DYSTOPIA RISING® franchise business, meaning that any prior representations, promises or agreements, oral or otherwise, not appearing in, attached to or specifically referenced in the Franchise Agreement, will not be binding, except for representations in the most recent Franchise Disclosure Document Dystopia Rising LLC delivered to you, which you may rely on?

Yes ___ No ___

12. Do you understand that the success or failure of your franchise will depend in large part upon your skills and abilities, your participation in the daily affairs of the business and your implementation of our System, and that the economic and business factors that exist currently or when you open your DYSTOPIA RISING® Branch may change?

Yes ___ No ___

13. Do you understand that you are bound by noncompetition covenants (both during the term of your agreement and post-term) listed in Sections 18.a and 18.b of the Franchise Agreement and that you will pay Dystopia Rising LLC $2,000 per event or incident if you violate the covenants as being a reasonable pre-estimate of Dystopia Rising LLC's damages, and Dystopia Rising LLC may seek an injunction to protect the interests of DYSTOPIA RISING® franchise system? Do you also understand that the term "you" includes persons holding any ownership interest in the franchise or the entity that holds these rights and that these persons will also be bound by the covenants?

Yes ___ No ___

If you have answered "No" to any of the questions 10. through 13., please provide a full explanation of your answer in the following blank lines. Attach additional pages, if necessary, and refer to them below.

_____

_____

_____

_____

* * * * *

You understand that your answers are important to Dystopia Rising LLC and that Dystopia Rising LLC will rely on them in entering into the Franchise Agreement with you.

Illinois: If the franchised business will be located in Illinois or the jurisdictional requirement of the Illinois Franchise Disclosure Act is otherwise met independently of this paragraph, your answers in this Questionnaire are not intended to nor will they act as a release, estoppel or waiver of any liability of Dystopia Rising LLC incurred under the Illinois Franchise Disclosure Act.

Maryland: If the franchised business will be located in Maryland, you are a resident of Maryland or the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this paragraph, your answers in this Questionnaire are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

New York: If the franchised business will be located in New York, you are a resident of New York or the jurisdictional requirement of Article 33 of the New York General Business Law is met independently of this paragraph, all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

*Signature*_____

Print Name:_____

Date:_____

*Signature*_____

Print Name:_____

Date:_____

EXHIBIT D

DYSTOPIA RISING LLC

NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT
(for trained employees and others associated with the franchisee)

In consideration of my being a _____ [fill in relationship to the franchisee, for example, director, employee, vendor] of _____ [fill in name of franchisee] ("*you*"), the disclosure to me of certain confidential information and trade secrets, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, intending to be legally bound, I acknowledge and agree that:

1. You have acquired the right and franchise from Dystopia Rising LLC, a Connecticut limited liability company (the "*Company*") to establish and operate a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences known as DYSTOPIA RISING (the "Branch") and the right to use in the operation of the branch the Company's licensed trade names, trademarks, service marks, logotypes, slogans and other identifying marks and symbols including the service mark and trademark DYSTOPIA RISING® (the "*Proprietary Marks*") and the Company's licensed system for operation and management of the DYSTOPIA RISING® branches (the "*System*"), as they may be changed, improved and further developed from time to time in the Company's and its affiliates' sole business judgment.

2. You have licensed from the Company certain proprietary and confidential information of the Company relating to the operation of the System, which includes the Operations Manual (the "*Manual*"), trade secrets and copyrighted material, methods and other techniques and know-how (together, "*Confidential Information*").

3. The Company licenses the System, including the Operating Manual and the Confidential Information, from its co-founder, Michael Pucci ("Licensor") and sublicenses it to you, as franchisee.

4. In my position with you described at the beginning of this Agreement, you and/or the Company may disclose Confidential Information to me.

5. I acknowledge that the System is unique and not available to the general public and I had no part in the creation or development of the System, including the Proprietary Marks, the Operating Manual and other Confidential Information. I will not acquire any interest in Confidential Information. Confidential Information is owned by Licensor or the Company, involves trade secrets of Licensor or the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information. I will not use, copy, disclose or divulge any part of the Operating Manual or other Confidential Information which may be communicated or disclosed to me or which I may learn in my position with you, other than disclosure to employees who reasonably require the information to fulfill their employment responsibilities, but only to the extent necessary. The use or duplication of Confidential Information for any use outside the System would be unauthorized disclosure and an unfair method of competition.

6. I will only have the right to use Confidential Information for the purpose it is disclosed to me in my capacity with you unless the Company otherwise grants me permission in writing. For example, if I am an employee, I may use Confidential Information only in the performance of my duties in the operation of the Branch. I will continue not to disclose any Confidential Information and I will not use any Confidential Information for my own benefit or the benefit of any other person or company even after I cease my relationship with you unless I can demonstrate that the information has become generally known or easily accessible other than by my breach of this Agreement or your breach of an obligation to the Company or unless the Company otherwise grants me permission in writing.

7. I will disclose promptly to you any idea, concept, technique or material (including but not limited to lesson plans) concerning the System or the operation of the Branch or the conduct of the game, including advertising material, that I create in the operation of the Branch or using assets of yours or of the Company, including any aspects of the System or any Confidential Information ("Ideas"). Licensor or the Company will own all rights in all Ideas. Any copyrightable Ideas will be deemed works made for hire and Licensor or the Company will own all rights in them. If Ideas do not qualify as works made for hire, by signing this Agreement I assign to Licensor and the Company ownership of any and all rights in Ideas. You and/or Licensor and the Company may use any Ideas or other information I provide to you in any manner in my relationship with you without any additional compensation to me. I will, upon request, promptly sign all applications, assignments, or other instruments that Licensor or the Company deems necessary to apply for and obtain invention rights,

patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries on Ideas and to confirm the assignment to Licensor and the Company of the sole and exclusive rights, title, and interest in and to my right in and to Ideas.

8. Except as otherwise approved in writing by the Company, I will not, at any time, do or perform, any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

9. I agree that each of the covenants above will be construed as independent of the others and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant included within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that Licensor and the Company will have the right to reduce the scope of any covenant set forth in this Agreement, or any portion of any covenant, without my consent, effective immediately upon receipt by me of written notice; and I agree to comply with any covenant as so modified.

11. Licensor and the Company are third-party beneficiaries of this Agreement and may enforce it, solely and/or jointly with you. I am aware that my violation of this Agreement will cause you and Licensor and the Company irreparable harm; therefore, I acknowledge and agree that you and/or Licensor and the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay you or Licensor and the Company all the costs you, Licensor or the Company incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to you, Licensor and the Company, any claim I have against you, Licensor or the Company will be a separate matter and will not entitle me to violate this Agreement and will not justify any violation of this Agreement.

12. This Agreement will be governed by the internal laws of the State of Connecticut. This Agreement may only be changed in a writing signed by both me and you and consented to by the Company.

Signature:_____ ("I"/"Me")
[of director, employee, vendor, etc.]

Printed Name: _____

Address:_____

Title/Relationship to Franchisee:_____

Date: _____

ACKNOWLEDGED BY FRANCHISEE ("YOU")

FRANCHISEE:

_____ [entity name],
a _____[corporation]/[limited liability company]

Signature:_____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E

DYSTOPIA RISING LLC

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT
(for equity owners and directors associated with the franchisee)

In consideration of my being a _____ [fill in relationship to the franchisee, for example, director and/or equity owner] of _____ [fill in name of franchisee] ("*you*"), the disclosure to me of certain confidential information and trade secrets, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, intending to be legally bound, I acknowledge and agree that:

1. You have acquired the right and franchise from Dystopia Rising LLC, a Connecticut limited liability company (the "*Company*") to establish and operate a live action and table top production business based around the concept of providing completely immersive 'pay to play' gaming experiences known as DYSTOPIA RISING (the "Branch") and the right to use in the operation of the branch the Company's licensed trade names, trademarks, service marks, logotypes, slogans and other identifying marks and symbols including the service mark and trademark DYSTOPIA RISING® (the "*Proprietary Marks*") and the Company's licensed system for operation and management of the DYSTOPIA RISING® branches (the "*System*"), as they may be changed, improved and further developed from time to time in the Company's and its affiliates' sole business judgment.

2. You have licensed from the Company certain proprietary and confidential information of the Company relating to the operation of the System, which includes the Operations Manual (the "*Manual*"), trade secrets and copyrighted material, methods and other techniques and know-how (together, "*Confidential Information*").

3. The Company licenses the System, including the Operating Manual and the Confidential Information, from its co-founder, Michael Pucci ("Licensor") and sublicenses it to you, as franchisee.

4. In my position with you described at the beginning of this Agreement, you and/or the Company may disclose Confidential Information to me.

5. I acknowledge that the System is unique and not available to the general public and I had no part in the creation or development of the System, including the Proprietary Marks, the Operating Manual and other Confidential Information. I will not acquire any interest in Confidential Information. Confidential Information is owned by Licensor or the Company, involves trade secrets of Licensor or the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information. I will not use, copy, disclose or divulge any part of the Operating Manual or other Confidential Information which may be communicated or disclosed to me or which I may learn in my position with you, other than disclosure to employees who reasonably require the information to fulfill their employment responsibilities, but only to the extent necessary. The use or duplication of Confidential Information for any use outside the System would be unauthorized disclosure and an unfair method of competition.

6. I will only have the right to use Confidential Information for the purpose it is disclosed to me in my capacity with you unless the Company otherwise grants me permission in writing. For example, if I am an employee, I may use Confidential Information only in the performance of my duties in the operation of the Branch. I will continue not to disclose any Confidential Information and I will not use any Confidential Information for my own benefit or the benefit of any other person or company even after I cease my relationship with you unless I can demonstrate that the information has become generally known or easily accessible other than by my breach of this Agreement or your breach of an obligation to the Company or unless the Company otherwise grants me permission in writing.

7. I will disclose promptly to you any idea, concept, technique or material (including but not limited to lesson plans) concerning the System or the operation of the Branch or the conduct of the game, including advertising material, that I create in the operation of the Branch or using assets of yours or of the Company, including any aspects of the System or any Confidential Information ("Ideas"). Licensor or the Company will own all rights in all Ideas. Any copyrightable Ideas will be deemed works made for hire and Licensor or the Company will own all rights in them. If Ideas do not qualify as works made for

hire, by signing this Agreement I assign to Licensor and the Company ownership of any and all rights in Ideas. You and/or Licensor and the Company may use any Ideas or other information I provide to you in any manner in my relationship with you without any additional compensation to me. I will, upon request, promptly sign all applications, assignments, or other instruments that Licensor or the Company deems necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries on Ideas and to confirm the assignment to Licensor and the Company of the sole and exclusive rights, title, and interest in and to my right in and to Ideas.

8. Except as otherwise approved in writing by the Company, I will not, while in my position with you and for one year after my relationship with you ceases or terminates, regardless of the cause, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person or entity, do any of the following:

(i) Divert or attempt to divert any business or customer of your Branch franchised under your Branch Franchise Agreement with the Company to any competitor, by direct or indirect inducement or otherwise, to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

(ii) Employ or seek to employ any person who is at the time employed by you, the Company or its affiliate or by any other System franchisee or attempt to induce such person to leave his/her employment without the consent of their employer, although I may accept unsolicited employment applications and conduct general, nondirect solicitation through the Internet or newspapers and subsequently hire such person in compliance with the Company's policies relating to hiring other franchisees' employees.

(iii) Own, maintain, engage in, be employed by, lease real estate to, finance, or have any interest in any live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch (other than a Dystopia Rising Branch under an effective franchise agreement with the Company) at the premises of your franchised Branch (save for a financial interest which does not allow me to influence the economic conduct of such a business).

(iv) Own, maintain, engage in, be employed by, lease real estate to, finance or have any interest in any live action and table top production business or other business providing products or services that compete with a Dystopia Rising Branch (other than a Dystopia Rising Branch under an effective franchise agreement with the Company) (save for a financial interest which does not allow me to influence the economic conduct of such a business); provided that after my relationship with you ceases or terminates, the covenant in this subparagraph (iv) will restrict me from being involved with a competing business only if the competing business is within a radius of 100 miles from the premises in the United States of any then existing or proposed Branch operated by the Company's franchisee or by the Company.

9. I agree that each of the covenants above will be construed as independent of the others and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant included within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that Licensor and the Company will have the right to reduce the scope of any covenant set forth in this Agreement, or any portion of any covenant, without my consent, effective immediately upon receipt by me of written notice; and I agree to comply with any covenant as so modified.

11. Licensor and the Company are third-party beneficiaries of this Agreement and may enforce it, solely and/or jointly with you. I am aware that my violation of this Agreement will cause you and Licensor and the Company irreparable harm; therefore, I acknowledge and agree that you and/or Licensor and the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay you or Licensor and the Company all the costs you, Licensor or the Company incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to you, Licensor and the Company, any claim I have against you, Licensor or the Company will be a separate matter and will not entitle me to violate this Agreement and will not justify any violation of this Agreement.

12. This Agreement will be governed by the internal laws of the State of Connecticut. This Agreement may only be changed in a writing signed by both me and you and consented to by the Company.

Signature:_____ ("I"/"Me")
[of equity owner/director]

Printed Name: _____

Address:_____

Title/Relationship to Franchisee:_____

Date: _____

ACKNOWLEDGED BY FRANCHISEE ("YOU")

FRANCHISEE:
_____ [entity name],
a _____ [corporation]/[limited liability company]

Signature:_____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F

DYSTOPIA RISING LLC

FORM OF RELEASE

TERMINATION OF FRANCHISE AGREEMENT AND MUTUAL RELEASE

This Termination of Franchise Agreement and Mutual Release (this "*Agreement*") is effective on _____, 20__ among (i) **DYSTOPIA RISING LLC**, a Connecticut limited liability company ("*DR*"); (ii) **FRANCHISEE 1 and 2**, [a married couple and] residents and citizens of _____, (the "*Last Names*"); and (iii) **ENTITY**, a _____ limited liability company/corporation owned and controlled by the Last Names ("Entity"). The Last Names and Entity are sometimes collectively referred to as "*Franchisee*".

BACKGROUND

A. Entity and DR entered into a Branch Franchise Agreement dated _____ (the "*Franchise Agreement*") under which the Entity was granted the right and undertook the obligation to operate a DYSTOPIA RISING® franchised business located in _____ _____.

B. On _____ the Last Names entered into a Continuing Guaranty (And Agreement to be Bound by Franchise Agreement) (the "Continuing Guaranty") under which the Last Names agreed to guaranty the obligations of Entity under the Franchise Agreement and to be bound by certain of the terms and conditions of the Franchise Agreement.

C. Franchisee has requested, and DR has agreed, that the Franchise Agreement, and Continuing Guaranty, and all rights and obligations between the parties related to the Franchise Agreement and Continuing Guaranty be terminated to effect a sale of the Franchised Branch (as defined in the Franchise Agreement), including the transfer of franchise rights, to a third party.

AGREEMENT

With the foregoing background incorporated by reference, and in consideration of the mutual promises and covenants contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms of this Agreement, all rights and obligations between Franchisee and DR arising from or related to the Franchise Agreement and Continuing Guaranty are terminated except those rights and obligations which expressly or by implication are intended to survive the termination of the Franchise Agreement and the Continuing Guaranty. Franchisee will comply with all of Franchisee's post-termination obligations under the Franchise Agreement and the Continuing Guaranty, as applicable, including but not limited to the covenants of confidentiality, noncompetition, non-use of the System and the Marks (as defined in the Franchise Agreement), indemnification, and provisions governing enforcement.

2. Before execution of this Agreement, Franchisee will pay to DR all fees or charges due under the Franchise Agreement and any other agreements between Franchisee and DR. Franchisee further agrees to immediately pay all amounts due and owing to third party vendors, for all charges and fees incurred in connection with Franchisee's operation of the Franchised Branch.

3. Franchisee will immediately return to DR or, at DR's option, convey to its designee, DR's Confidential Operating Manual and any and all merchandising, sales or other materials utilized in the DYSTOPIA RISING® Branch business conducted at the Franchised Branch which (a) display any of DR's trademarks or trade names; (b) were purchased from DR; (c) which are generally utilized by DR

and/or its franchisees in DYSTOPIA RISING® Branch business; or (d) which suggest any present or former affiliation with DR. This requirement will include, without limitation, game currency, herb/produce, meal/brew, scrap and item cards, weapon tags, staff pins and other supplies and other articles which display the Marks associated with DR. This section will not apply to Franchisee's operation of any other DYSTOPIA RISING® Branch under an effective Franchise Agreement with DR.

4. Subject to the exceptions set forth in this Section 4, Franchisee 1, Franchisee 2 and Entity, individually, for themselves and all persons and entities or concerns claiming by, through or under any of them, do hereby release, acquit and forever discharge DR and its present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, parents, predecessors, subsidiaries, affiliates, heirs, successors and assigns, in both their individual and corporate capacities (the "DR Released Parties"), from any and all claims, causes of action, obligations and liability arising from, under or out of the Franchise Agreement, the Continuing Guaranty, the Franchised Branch, or any other act or occurrence of any kind whatsoever, it being the intent of Franchisee 1, Franchisee 2 and Entity, jointly or severally to grant in favor of the DR Released Parties hereby a general release of any and all known or unknown claims, causes of action and obligations Franchisee 1, Franchisee 2 and Entity, by themselves, on behalf of or in conjunction with any other persons and entities or concerns, had, has or might have against DR and any other DR Released Parties, as a result of or arising out of their entire course of dealings from the beginning of time through the effective date of this Agreement. Specifically excepted from the release of the DR Released Parties are any and all claims, causes of action, obligations and liability arising from, under or out of this Agreement. Franchisee 1, Franchisee 2 and Entity, jointly or severally, further waive any right they may have under any common or statutory law of the State of Connecticut (and other similar statutes and regulations), if any, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in its or his favor at the time of executing the release, which if known by it or him must have materially affected its or his settlement with the counter-party/debtor. Franchisee 1, Franchisee 2 and Entity, jointly or severally, covenant not to sue any of the DR Released Parties identified above regarding any of the claims being released under this Agreement. The parties intend for the DR Released Parties identified above that are not parties to this Agreement to be third-party beneficiaries of the release provided for by this paragraph. **THIS RELEASE IS A GENERAL RELEASE AND THE PARTIES INTEND AND AGREE THAT IT WILL BE INTERPRETED, CONSTRUED AND ENFORCED AS SUCH.** This provision will survive indefinitely the expiration or termination, for any reason, of this Agreement.

For clarity, as applicable:

Illinois: This release is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

Maryland: This release is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

New York: All rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

5. Subject to the exceptions set forth in this Section 5, DR, for itself and all persons and entities or concerns claiming by, through or under DR, does hereby release, acquit and forever discharge Franchisee 1, Franchisee 2 and Entity, and all of their present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, parents, predecessors, subsidiaries, affiliates, heirs, successors and assigns, in both their individual and corporate capacities (the "Franchisee

Released Parties"), from any and all claims, causes of action, obligations and liability arising from, under or out of the Franchise Agreement, the Continuing Guaranty, the Franchised Branch, or any other act or occurrence of any kind whatsoever, it being the intent of DR to grant in favor of the Franchisee Released Parties hereby a general release of any and all known or unknown claims, causes of action and obligations DR, by itself, on behalf of or in conjunction with any other persons and entities or concerns, had, has or might have against the Franchisee Released Parties, as a result of or arising out of their entire course of dealings from the beginning of time through the effective date of this Agreement. Specifically excepted from the release of the Franchisee Released Parties are (a) any and all claims, causes of action, obligations and liability arising from, under or out of this Agreement; (b) any and all claims, causes of action, obligations arising from, under or out of the provisions of the Franchise Agreement, the Continuing Guaranty, any confidentiality agreement and noncompetition agreement or other ancillary agreement signed in connection with the Franchise Agreement, that remain in effect pursuant to the terms of the Franchise Agreement, the Continuing Guaranty or such other agreement; and (c) any claims asserted against the DR Released Parties by any third party which claims relate to Franchisee 1's, Franchisee 2's and Entity's ownership, occupation or operation of the Franchised Branch and/or to the Franchise Agreement or the Continuing Guaranty, and Franchisee 1, Franchisee 2 and Entity specifically agree to indemnify and hold the DR Released Parties harmless from and against any and all costs and expenses, including, without limitation, reasonable costs of investigation, travel, reasonable attorney's fees and reasonable expert's fees. This indemnification obligation will be a continuing one and will not be affected by the termination of the Franchise Agreement. DR further waives any right it may have under any common or statutory law of the State of Connecticut (and other similar statutes and regulations), if any, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in its or his favor at the time of executing the release, which if known by it or him must have materially affected its or his settlement with the counter-party/debtor. DR covenants not to sue any of the Franchisee Released Parties identified above regarding any of the claims being released under this Agreement. The parties intend for the Franchisee Released Parties identified above that are not parties to this Agreement to be third-party beneficiaries of the release provided for by this paragraph. **THIS RELEASE IS A GENERAL RELEASE AND THE PARTIES INTEND AND AGREE THAT IT WILL BE INTERPRETED, CONSTRUED AND ENFORCED AS SUCH.** This provision will survive indefinitely the expiration or termination, for any reason, of this Agreement.

6. Franchisee 1, Franchisee 2 and Entity, jointly and severally on the one hand, and DR on the other hand, agree(s) to and will protect, defend, indemnify and hold harmless the other and the DR Released Parties or the Franchisee Released Parties, as applicable, from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred by any or all of them, including, without limitation, attorneys' and accountants' fees, as a result of, arising out of, or connected with the party(ies) entering into, carrying out or breaching any of its, his or her representations, warranties, covenants and obligations under this Agreement. This provision will survive indefinitely the expiration or termination, for any reason, of this Agreement.

7. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing contained in this Agreement will release the parties from their obligations under this Agreement.

8. This Agreement is entered into in the State of Connecticut and will be construed and interpreted in accordance with its laws, which laws will control in the event of any conflict of law. This Agreement will be governed by the Enforcement provisions in Section 19 of the Franchise Agreement, including governing law, dispute resolution, the agreement to mediate, ***waiver of jury trial*** and waiver of class arbitration and litigation and punitive damages, as these provisions may have been amended by any applicable state amendment to the Franchise Agreement. Notwithstanding the foregoing, this Section 8 will not constitute a waiver of Franchisee 1, Franchisee 2 and Entity's rights under any applicable

franchise law of another state, including the Illinois Franchise Disclosure Act, the Maryland Franchise Registration and Disclosure Law and Article 33 of the General Business Law of the State of New York and the regulations issued thereunder, as applicable, if the jurisdictional requirement of the particular state law is satisfied, and if required by applicable law, the designation of jurisdiction or venue in Section 19 of the Franchise Agreement is void with respect to any action which is otherwise enforceable in the state in which the Franchised Branch is located or in Franchisee 1's, Franchisee 2's or Entity's state of residence.

9. This Agreement constitutes the entire agreement between DR and Franchisee 1, Franchisee 2 and Entity concerning the subject matter, and supersedes all prior agreements, no other representations having induced Franchisee to execute this Agreement, except that all of the provisions of the Franchise Agreement and the Continuing Guaranty which expressly or by implication are intended to survive the termination or expiration of the Franchise Agreement or the Continuing Guaranty will survive the termination of the Franchise Agreement and the Continuing Guaranty and remain in effect. No representations, inducements, promises or agreements, oral or otherwise, not embodied in this Agreement (unless of subsequent date), were made by either party and none will be of any force or effect with reference to this Agreement or otherwise. However, such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under any applicable franchise law of another state if prohibited under the law of that state, and as expressly noted in Section 4 as to Illinois, Maryland and New York.

10. Each party declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Agreement.

11. In the event DR retains the services of legal counsel to enforce the terms of this Agreement, DR will be entitled to recover all costs and expenses, including travel, reasonable attorney's, expert and investigative fees incurred in enforcing the terms of this Agreement.

12. The obligations of Franchisee 1, Franchisee 2 and Entity under this Agreement will be joint and several.

13. Franchisee 1 acknowledges his/her authority to execute this Agreement on behalf of Entity.

I HAVE READ THE ABOVE AGREEMENT, WHICH INCLUDES A RELEASE, AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

[Signature Page Follows]

Intending to be legally bound, the parties execute this Agreement as of the date first written above.

ENTITY FRANCHISEE:

_____

_____ *[entity name]*

a _____

Address:_____

_____

By:_____ *[signature]*

Printed Name:_____

Title:_____

Date:_____

DYSTOPIA RISING LLC
A Connecticut limited Liability Company
33 Dix Street
Hamden, CT 06514

By:_____ *[signature]*

Printed Name:_____

Title:_____

Date: _____

Individuals:

Signature:_____ (Seal)

Printed Name:_____

Address:

Date:_____

Signature:_____ (Seal)

Printed Name:_____

Address:

Date:_____

EXHIBIT G

TABLE OF CONTENTS – OPERATING MANUAL

Operating Manual

Topics:		Pages
	Introduction	1
-	Build: Who gets what and why?	1/4
-	AP: How much, for what, who and why?	1/4
-	Check-in, pre-reg. NPC Opt out, clean-up & NPC shifts	1/4
-	Updating sheets, accuracy	1/4
-	Downtime contact. Answering questions/emails. Forum questions.	1/4
-	Favoritism. What is it? How can it be avoided?	2
-	Directors, STs, Marshals. What do we comp each level?	1/4
-	Cost to attend. Pay to play? Pay to win?	1/4
-	Building community. Why it'll make you more money	1/4

Total 5 pages

A Guide for Telling Stories For the Dystopia Rising LARP Network

Topics:		Pages
1	Organization of Staff	
	Structure of Story Telling Staff	3
	Choosing Story Tellers and Marshals	2
	Shift Layout	1
2	Organization of Story and Plot	
	Interacting as a Story Teller	2 1/2
	Timetables Are Your Friend	1
	Writing the Story	1 1/4
	Plots of fortune	1/2
	Plots of character	1/4
	Plots of thought	2
	What Story to Tell	1 1/4
	Story and Vehicle	1/4
	Examples	3/4
	The Dirty Secrets	1 1/2
	Some Easy 'Does' and "Don't' to Remember	1 1/2

3	Responsibilities during a Shift	
	Read Notes from Prior Shift	1/2
	Organize Marshals	1/2
	Address NPCs	3/4
	Ensure Scrounge Box Is Correct	1
	Ensure Scrounge Cards are seeded in Play	1/2
	Update Plot Log as Plots go out and Come Back	1/2
	Update Shift Log and Clean Logistics before Leaving	1/2
4	Design Theory	
	Professions	1/2
	Blueprints	1/2
	Economy	1/2
5	Promotion without Promoting	
	Promotion Overall Concept	1/4
	Accept that your local area is not 'very different' in regards to how things should be done	1/4
	Do not promote to existing game networks, LARPs, or gaming groups	1/2
	Lead by example, and promote those that will promote by example	1/4
	Encourage the positive, and be a watchdog for the negative	1/2
	Promote marshals from varied social groups	1/4
	Conventions and Promotion	1/2
	Promotion in your Local Area	1/2
		Total 27 1/2 pages
	TOTAL PAGES	32 1/2

Eschaton Media Wholesale Agreement

The terms below will govern the sale of merchandise relating to Dystopia Rising, CHRONOS Universal LARP System, Project Paradigm, Tempus Omni, and any other items made available for sale ("Merchandise") by Eschaton Media Inc. ("Seller") to _____ [*Name of Customer*] ("Customer"), for sales expected to commence on or about _____ 1, 201__ and conclude on or about _____, 201__ (the "Term"). This agreement will automatically renew each year unless either party gives written notice of termination at least 30 days before expiration of the current term.

1. Prices and Payment.

1.1 Prices. Merchandise prices and minimum order quantities of Merchandise are set forth on Schedule A. Seller may not increase wholesale prices unless Seller gives Customer at least fifteen (15) days written notice prior to the price change.

1.2 Purchase Orders. Customer must submit written or digital purchase orders for the Merchandise no later than twenty (20) business days prior to the requested delivery date, setting forth quantity, type, and requested delivery date of Merchandise. Purchase orders received fewer than twenty (20) business days prior to the requested delivery date shall be filled at Seller's discretion and subject to express shipping charges (to be paid by Customer). All orders are processed subject to availability. Purchase Orders must contain a minimum of 25 items, of any combination, to receive the wholesale discount. Customer may purchase similar or identical merchandise from other sellers at its sole option.

1.3 Payment. Customer will deliver payment upon placing each order, via the online store provided by Seller. Other order and payment methods may be agreed upon by both parties in writing. If any such alternative payment methods are agreed upon in writing, late payments will incur a finance charge of two percent (2%) of the unpaid invoice balance per month, or the maximum allowable by applicable law, if less, and will begin to accrue and become payable thirty (30) days after the payment due date agreed to in such alternative written agreement. Seller may withhold fulfillment of Customer's additional purchase orders until past due payments, including any finance charges, are received in full.

1.4 Refunds or Buy-back. Within thirty (30) days of the conclusion of the Term or any renewal term, Customer may request to return any unsold Merchandise item(s) in saleable condition to Seller for a full refund of the invoice price of such Merchandise item(s) (or for credit to any outstanding invoice). Seller may, at its sole option, agree to any such request, in whole or in part. If Seller agrees to accept any such return, Customer shall bear the cost of shipping, handling and insurance for returned Merchandise. Nothing in this Paragraph 1.4 obligates Seller to accept or compensate Customer for any return that it has not agreed in writing to accept and re-purchase.

2. Shipping. Customer will be responsible for all Merchandise shipping and handling expenses, including (if applicable), customs clearance, import/export fees, freight risks and insurance, and Customer may be required to act as the importer of record for international shipments. Customer must notify Seller of any claimed shipping error or damage within five (5) days. Customer's failure to give such notice within that five-day period shall be deemed a waiver of Customer's claim for incorrect or damaged shipments.

3. Returns. Within 10 days of Customer's receipt of Merchandise, Customer may return (i) Merchandise that does not conform to Seller's product specifications or (ii), Merchandise damaged or shipped incorrectly if notice of condition is given within five (5) days to notify of error or damage of receiving the merchandise. Returns will be credited to Customer's account or replaced, at the Seller's discretion.

4. Notices. Any written notices required or provided for in this agreement shall be provided by certified mail or courier service with tracking and by e-mail to:

For Seller:
At address and e-mail address set forth under the signature line below.

For Customer:
At address and e-mail address set forth under the signature line below.

5. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANDISE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS OF CUSTOMER.

6. Miscellaneous.

6.1 Buyer-Seller Relationship. The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.

6.2 Governing Law. This Agreement will be construed under the laws of the State of Connecticut and any dispute between the parties will be governed by and determined in accordance with the substantive law of the State of Connecticut, which laws will prevail in the event of any conflict of law.

6.3 Informal Resolution; Mediation. Before any party takes any steps to litigate any dispute or claim arising out of or related to this Agreement or any other agreement between Seller and Customer ("*Dispute*"), the following is required, except as otherwise provided in this Agreement:

i. The aggrieved party must give the other party (or parties) written notice of any Dispute (the "*Dispute Notice*"). The Dispute Notice will specify in reasonable detail the nature of the Dispute and will be addressed to the individual or the operating principal, president, general partner, manager or other executive officer of an entity, as applicable.

ii. A representative from each entity that is a party or the individual party involved in the Dispute will meet where our corporate headquarters are then located at a mutually acceptable time to attempt in good faith to resolve the Dispute.

iii. If the Dispute has not been resolved within sixty (60) days after delivery of the Dispute Notice, any party to the Dispute, by written notice to the other parties, may initiate mediation, which will be conducted under the auspices of JAMS, Inc. ("*JAMS*") under its rules governing mediation, in New Haven, Connecticut, or in a city we or JAMS select close to where our headquarters are then located, by a mediator selected from the JAMS panel. Each party will bear its own costs with respect to the mediation and the parties will share the cost of the mediation fee equally, except as otherwise provided in Paragraph 6.6. All aspects of the mediation will be privileged and confidential and will not be admissible in any proceeding. Once a party has submitted a Dispute to mediation, the obligation to attend will be binding on both parties.

iv. If the Dispute is not resolved by mediation within sixty (60) days after the delivery of the written notice initiating mediation, any party to the Dispute may commence litigation.

6.4 Venue. Customer acknowledges that Customer has had and will continue to develop a substantial and continuing relationship with Seller at Seller's offices in the State of Connecticut, where Seller's decision-making authority is vested. Except for Seller's right to obtain injunctive relief in any appropriate forum, to the extent a Dispute cannot be resolved by mediation, any action arising out of or relating to this Agreement will be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the State of Connecticut for the district or county in which Seller's headquarters are then located. Customer irrevocably submits to the jurisdiction of these courts, waives any objection Customer may have to either the jurisdiction or venue of these courts and agrees not to argue that these courts are inconvenient forums.

6.5 Injunctive Relief. Nothing in this Agreement will prevent Seller from obtaining injunctive relief in any appropriate forum against actual or threatened conduct that will cause Seller loss or damages, under the usual equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions, including for Customer's unauthorized use of copyrighted items, nor will Seller be obligated to pursue any informal resolution or mediation of these claims before seeking injunctive relief.

6.6 Attorneys' Fees and Costs. In any action to enforce or defend Seller's rights under this Agreement, whether by complaint, counterclaim, appeal or otherwise, Seller will be entitled to recover if Seller is the prevailing party, in addition to any other recovery, reasonable attorneys' fees, court costs and expenses of mediation and litigation.

6.7 No Punitive or Exemplary Damages. A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES.

6.8 No Class Actions. CUSTOMER AGREES TO MEDIATE AND LITIGATE EACH DISPUTE WITH SELLER ON AN INDIVIDUAL BASIS. CUSTOMER WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER INDIVIDUAL OR ENTITY, AND WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT.

6.9 Only Seller Entity is Liable. CUSTOMER MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST SELLER'S BUSINESS ENTITY.

6.10 Jury Waiver. SELLER AND CUSTOMER, RESPECTIVELY, WAIVE ANY RIGHT SELLER OR CUSTOMER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. SELLER AND CUSTOMER EACH ACKNOWLEDGE THAT THEY, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

Acknowledged and agreed by:

Signature:_____
Name:
Title:
Duly Authorized
Date:
Customer Name:
Customer Company Address:

Eschaton Media Inc.

Signature:_____
Name:
Title:
Duly Authorized
Date:
Seller Company Address: 33 Dix Street, Hamden, Connecticut 06514
Seller E-Mail Address: info@eschatonmedia.com

Schedule A

Book Title	Type	Format	ISBN 13	Print Size	MSRP	40% Whole Sale
Dystopia Rising						
Tabletop Corebook	Core rules	Print	978-0-615-54789-3	8x10	24.99	$14.99
Monoliths of Rust	Expansion	Print	978-0-9851794-8-9	8x10	14.99	$8.99
Pillars of Dead Light	Expansion	Print	978-0-9851794-2-7	8x10	14.99	$8.99
Echoes of Celluloid Dreams	Expansion	Print	978-1-939785-07-7	8x10	19.99	$11.99
Embers of the Irradiated Wastes	Expansion	Print	978-1-939785-11-4	8x10	19.99	$11.99
Axis of Blood and Iron	Expansion	Print	978-1-939785-14-5	8x10	19.99	$11.99
Diaries of the Rum Coast	Expansion	Print	978-1-939785-24-4	8x10	19.99	$11.99
Dead Heroes 1: Runner	Fiction	Print	978-0-9851794-7-2	5x8	9.99	$5.99
Dead Heroes 2: Domino	Fiction	Print	978-1-939785-05-3	5x8	9.99	$5.99
Dead Heroes 3: Knockout	Fiction	Print	978-1-939785-17-6	5x8	9.99	$5.99
LARP Survivors Guide 2.0	Core Rules	Print	978-1-939785-01-5	6x9	24.99	$14.99
CHRONOS						
Chronos Core	Rule Book	Print	978-1-939785-19-0	6x9	9.99	$5.99
Chronos ST	ST Guide	Print	978-1-939785-20-6	6x9	9.99	$5.99
Ex-A	Skein	Print	978-1-939785-27-5	6x9	15.99	$9.59
Chronos Core		Card	n/a	2.5x3.5	29.99	$17.99
Ex-Arcana		Card	n/a	2.5x3.5	24.99	$14.99
Storyteller		Card	n/a	2.5x3.5	19.99	$11.99
Powers		Card	n/a	2.5x3.5	19.99	$11.99
Expansion Aether		Card	n/a	2.5x3.5	19.99	$11.99
Stand Alone						
Paradigm	Tabletop RPG	Soft	978-1-939785-09-1	8x10	29.99	$17.99
Paradigm	Tabletop RPG	Hard	978-1-939785-10-7	8x10	49.99	$29.99
Absolution	Fiction	Print	978-1-939785-12-1	5x8	9.99	$5.99
Absolution 2	Fiction	Print	978-1-939785-15-2	5x8	9.99	$5.99
Tempus Omni	Tabletop RPG	Print	978-1-939785-03-9	6x9	5.99	$3.59

EXHIBIT I

LIST OF FRANCHISEESLIST OF OPERATIONAL FRANCHISEES
(as of December 31, 2016)

ARKANSAS		
Jacksonville, AR	Krista Sides David Sides Besides Ourselves Productions	No phone number available dystopiarising.arkansas@gmail.com
CALIFORNIA		
Corona, CA 92880	Rick McCoy Basem Chaikhouni Dystopia Rising SoCal LLC	714-660-1500 DRGWOwners@gmail.com
COLORADO		
Centennial CO 08112	Raymond Bruels Juliet Meyers Left to Right Productions LLC	702-808-0574 DRCo.Coordinator@gmail.com
FLORIDA		
High Springs, FL 32643	Matt Asbell Adam Lobar Zombie Monkey LLC	850-602-4533 Dystopia.florida@gmail.com
INDIANA		
Indianapolis, IN 46236	Matt Butler Mythical Entertainment LLC	317-443-3133 Mattbutler.dystopiarising@gmail.com
KENTUCKY		
Louisville, KY40299	Mika Tomasson & Vlad Bratovich Wandering Caravan Entertainment LLC	271-330-3863 Mika.DystopiaRising@gmail.com
MASSACHUSETTES		
Providence, RI	Kelsey Desrosiers Seed and Sword	401-924-0029 Kelsey@seedandsword.com
OKLAHOMA		
	Sara Hart Will Laymance Wasteland Productions LLC	973-885-3670 saracate@gmail.com

OREGON

Cheshire, OR 97419	Autumn Wright Jedediah Tressler Dystopia Rising: Oregon LLC	541-691-9337 DystopiaRising.Oregon@gmail.com

TEXAS

Bryan, TX 77801	Ryan Coogan Sara Hart Page 7 Productions LLC	973-885-3670 dr.lonestar@gmail.com

VIRGINIA

South Brunswick, NJ 08810	Steve Myers David Morris Dystopia Rising: Virginia LLC	610-442-5534 DRVAStaff@gmail.com

WASHINGTON

Redmond, WA 98052	Gaylon Cooper & James Flood Cascading Events LLC	949-280-4680 DystopiaRisingWA@gmail.com

WISCONSIN

Oak Creek, WI 53154	Michael & Heather Surma S&S Consulting LLC	(630) 865 – 6920 Heather@SurmaConsulting.com

* * * * *

FRANCHISE AGREEMENTS SIGNED BUT BRANCH NOT YET OPENED
December 31, 2016

None

EXHIBIT J

List of Former Franchisees

Lists containing the name, city and state, and business telephone number (or if unknown, the last known home telephone number) of every franchisee who has had a franchise terminated, canceled, not renewed or who has otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this disclosure document follow.

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

FRANCHISEES WHO HAVE CEASED BUSINESS OR HAD A FRANCHISE TERMINATED/CANCELLED/NOT RENEWED DURING THE YEAR (as of December 31, 2016)

Operating Franchisees

None

Franchisees That Did Not Commence Operations

None

EXHIBIT K

FINANCIAL STATEMENTS

Audited Financial Statements as of December 31, 2016 and 2015

Financial Statements

DYSTOPIA RISING, LLC

Years Ended December 31, 2016 and 2015

DWORKEN, HILLMAN, LAMORTE & STERCZALA, P.C.

Certified Public Accountants / Business Consultants

DYSTOPIA RISING, LLC

Years Ended December 31, 2016 and 2015

CONTENTS

Page

Independent auditors' report 1-2

Financial statements:

Balance sheets 3

Statements of operations and members' deficit 4

Statement of cash flows 5

Notes to financial statements 6-8

DWORKEN, HILLMAN, LAMORTE & STERCZALA, P.C.
Certified Public Accountants / Business Consultants

Independent Auditors' Report

Members
Dystopia Rising, LLC
New Haven, Connecticut

Report on the Financial Statements

We have audited the accompanying financial statements of Dystopia Rising, LLC (the Company), which comprise the balance sheets at December 31, 2016 and 2015, and the related statements of operations and members' deficit and cash flows for the years then ended, and the related notes to the financial statements.

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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits 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 Company'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 Company'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 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 Dystopia Rising, LLC as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Dworken, Hillman, LaMorte & Sterczala, P.C.

September 7, 2017
Shelton, Connecticut

DYSTOPIA RISING, LLC

BALANCE SHEETS

	Year Ended December 31,	
Assets	**2016**	**2015**
Current assets:		
Cash	**$ 3,892**	$ 5,687
Accounts receivable	**13,367**	8,796
Total Assets	**$17,259**	$14,483
Liabilities and Members' Deficit		
Current liabilities:		
Accounts payable and accrued expenses	**$10,274**	$38,193
Accrued advertising	**9,736**	
Due to affiliates	**9,411**	48,209
Due to shareholder	**12,500**	
Note payable		12,000
Deferred income	**14,884**	796
Total Liabilities	**56,805**	99,198
Members' Deficit	**(39,546)**	(84,715)
Total Liabilities and Members' Deficit	**$17,259**	$14,483

See notes to financial statements.

DYSTOPIA RISING, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT

	Year Ended December 31,	
Revenue:	**2016**	**2015**
Franchise and royalty fees	**$108,840**	$ 30,862
Product revenue	**26,919**	52,736
Membership revenue	**19,584**	
Total revenue	**$155,343**	83,598
Expenses:		
Product costs	**$ 21,251**	$ 16,284
Payroll and related	**27,304**	
Professional fees and other	**55,367**	128,683
Computer expense	**2,032**	4,297
Other expenses	**4,220**	12,623
Total expenses	**110,174**	161,887
Net income (loss)	**45,169**	(78,289)
Members deficit, beginning	**(84,715)**	(1,109)
Distributions to members		(5,317)
Members' deficit, ending	**($ 39,546)**	($ 84,715)

See notes to financial statements.

DYSTOPIA RISING, LLC

STATEMENTS OF CASH FLOWS

	Year Ended December 31,	
	2016	**2015**
Cash flows from operating activities:		
Net income (loss)	**$ 45,169**	($78,289)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable	**(4,571)**	(8,796)
Accounts payable and accrued expenses	**(27,919)**	38,508
Accrued advertising	**9,736**	
Deferred income	**14,088**	(6,806)
Net cash provided by (used in) operating activities	**36,503**	(55,383)
Cash flows from financing activities:		
Proceeds from note payable		12,000
Repayments of note payable	**(12,000)**	
Due to affiliates	**(38,798)**	54,008
Proceeds from note payable, shareholder	**12,500**	
Distribution to members		(5,317)
Net cash provided by (used in) financing activities	**(38,298)**	60,691
Net change in cash	**(1,795)**	5,308
Cash, beginning	**5,687**	379
Cash, ending	**$ 3,892**	$ 5,687

See notes to financial statements.

DYSTOPIA RISING, LLC

NOTES TO FINANCIAL STATEMENTS

Years Ended December 31, 2016 & 2015

1. **Description of the business and summary of significant accounting policies:**

Dystopia Rising, LLC (the Company) is a licensor of a live action and table top production business based around the concept of providing a completely immersive "pay to play" gaming experience.

The Company derives its revenue from franchise and royalty fees, sales of Dystopia Rising gaming supplies, and membership fees.

Estimates and assumptions:

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates used.

Accounts receivable:

The Company continuously monitors the creditworthiness of customers and establishes an allowance for amounts that may become uncollectible in the future based on current economic trends, historical payment and bad debt write-off experience, and any specific customer related collection issues.

Revenue recognition:

Franchise fees consists primarily of royalties based on a percentage of revenues generated at branch events and initial and renewal franchise fees paid by franchises.

Initial franchise fees are recognized as revenue when the branch begins operations.

Renewal franchise fees are recognized as revenue upon receipt of the non-refundable fee.

Royalties are recognized when earned and collectability is reasonably assured.

Product sales consists of sales of gaming supplies to branch members and are recognized at point of sale.

Membership fees are recognized ratably over the membership period.

1. **Description of the business and summary of significant accounting policies** (continued):

Advertising costs:

Under the franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities.

To the extent that contributions received exceed advertising and promotion expenses, the excess contributions are accounted for as a deferred liability. To the extent that advertising and promotion expenses temporarily exceed contributions received, the excess expenses are accounted for as a receivable.

Income taxes:

The Company was formed as a limited liability company. As such, it is taxed similar to a partnership and no income taxes are provided. Members have agreed to include their allocated share of Company income or losses in their individual income tax returns.

The conclusions of the Company's management regarding tax positions may be subject to review and adjustment at a later date based on an ongoing analysis of tax laws, regulations, and interpretations. Generally, federal and state authorities may examine the Company's tax returns three years from date of filing. Consequently, income tax returns for years prior to 2013 are no longer subject to examination by taxing authorities.

2. **Related party transactions:**

The Company borrows and advances funds with two limited liability companies related through common ownership. These advances are non-interest bearing and are due on demand.

3. **Note payable, shareholder:**

Note payable, shareholder is short-term and non-interest bearing.

4. **Note payable:**

Note payable represents borrowings from an unrelated party. The note is short-term and non-interest bearing. The note was repaid in March 2016.

5. **Professional fees and other:**

During 2016 and 2015, the Company incurred professional and other fees associated with franchisor licensing in various states. In addition, the Company settled litigation with a former franchisee in 2015.

6. **Subsequent events:**

Management has evaluated subsequent events through September 7, 2017, the date which the financial statements were available for issue.

Audited Financial Statements as of December 31, 2014, 2013 and 2012