FRANCHISE DISCLOSURE DOCUMENT

GSS Franchising LLC
a Delaware Limited Liability Company
3212 Rice Street
St. Paul, MN 55126
(763) 292-3135
info@gameshowstudio.com
www.gameshowstudio.com

A GAME SHOW STUDIO® provides customers with a Hollywood-inspired, live-hosted immersive and interactive game show experience, offering an entertaining option for a variety of occasions and gatherings. In an age dominated by smart phones and social media, GAME SHOW STUDIOS aim to bring people together to share an experience, laugh, and forge lifelong memories.

The total investment necessary to begin operation of a Game Show Studio franchise ranges from $230,000 to $500,500. This includes $186,000 to $216,500 that must be paid to the franchisor and its affiliates. We may also offer you the right to develop three or more Game Show Studio franchises. You would then sign a "Multi-Unit Development Agreement" and agree to pay a development fee in an amount equal to $40,000 multiplied by the number of Game Show Studio franchises to be developed. At the time you sign the Multi-Unit Development Agreement, you will pay us $40,000 for your first Game Show Studio franchise plus fifty percent (50%) of the remainder of the development fee. You will then pay us $20,000 when you sign each remaining Franchise Agreement pursuant to the Multi-Unit Development Agreement. Your estimated initial investment will vary based on the number of Game Show Studio franchises to be developed.

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 fourteen (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 more convenient for you. To discuss the availability of disclosures in different formats, contact Jack Slayton at 3212 Rice Street, St. Paul, Minnesota 55126 or (763) 292-3135.

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 accountant.

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

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

Issuance Date: April 29, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Game Show Studio business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Game Show Studio franchisee?	Item 20 or Exhibits G and H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement and Multi-Unit Development Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

3. **Mandatory Minimum Payments**. You must make mandatory minimum royalty payments regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

4. **Purchase of Inventory and Supplies**. You must purchase all or nearly all of the inventory and supplies necessary to operate your business from us, our affiliates, or from suppliers that we designate at prices that we or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

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

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

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

THE MICHIGAN FRANCHISE LAW STATES IN SEC. 445.1527, SEC 27, THAT EACH OF THE FOLLOWING PROVISIONS IS VOID AND UNENFORCEABLE IF CONTAINED IN ANY DOCUMENTS RELATING TO A FRANCHISE:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE BEFORE THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION .

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

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THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION, SECURITIES & COMMERCIAL LICENSING BUREAU, 2407 N. GRAND RIVER AVE., LANSING, MICHIGAN 48906.

*   *   *   *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

STATE OF MICHIGAN DEPARTMENT OF THE ATTORNEY GENERAL
G. MENNEN WILLIAMS BUILDING, FIRST FLOOR
525 WEST OTTAWA STREET
LANSING, MICHIGAN 48909
TELEPHONE NUMBER: (517) 335-7567

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EXHIBITS

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

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

The Franchisor

The franchisor is GSS Franchising LLC, a Delaware limited liability company. To simplify the language in this disclosure document, we will refer to GSS Franchising LLC as "**we**" or "**us**." This Disclosure Document will refer to the person or entity that buys the franchise from us as "**you**," and the term includes your partners if you are a partnership, your members if you are a limited liability company, or your shareholders if you are a corporation.

We are a Delaware limited liability company organized on October 24, 2025, for the purpose of engaging in the sale of franchises of GAME SHOW STUDIO® businesses. Our principal business address is 3212 Rice Street, St. Paul, MN 55126, and our telephone number is (763) 292-3135. We conduct business under the names THE GAME SHOW STUDIO®, GAME SHOW STUDIO®, and any other trademarks described in Item 13. We have been offering franchises described in this disclosure document as of the date of this disclosure document. We do not operate businesses such as the one contemplated in this Disclosure Document, however our affiliate does as described below. We have never offered franchises in any other line of business. We also will sell you equipment needed to operate your business. Other than as described in this paragraph, we do not have any other business activities.

Our Parents, Affiliates, and Predecessors

We are a wholly owned subsidiary of our parent company, The Game Show Co, LLC, a Minnesota limited liability company ("**GSS**"), which was formed on May 9, 2023. GSS's principal business address is the same as ours. Between February 15, 2025, and October 31, 2025, GSS entered into license agreements with operators of existing businesses that added game show entertainment businesses under the GAME SHOW STUDIO mark to their existing operations. These licenses, under which eight GAME SHOW STUDIO locations operate, have since been assigned to us. Because GSS entered into these licenses that have been assigned to us, for purposes of this Disclosure Document, we consider GSS to be both a predecessor and our parent company. GSS owns the trademarks and service marks associated with Game Show Studio® businesses and licenses such intellectual property to us. As a service to our licensees and franchisees, GSS also operates an event sales and coordination/planning department for customers to book events at Game Show Studio locations. This entity does not engage in any other business activities, provide products or services to our franchisees, nor offer franchises in any line of business.

GSS, in turn, has a parent company, Proprietors Capital Holdings, LLC, a Delaware limited liability company ("**PCH**"), that was formed on May 6, 2004, and has the same principal business address as us.

While we do not operate a business of the type being franchised, our former affiliate, GOX Houston LLC, a Minnesota limited liability company ("**GoX**"), operated a business of the type being franchised. GoX, which was formed on July 19, 2019, and had the same principal business address as ours, operated, from September 2023 until GoX sold it on March 30, 2026, a GAME SHOW STUDIO location in Houston, Texas pursuant to a license agreement it originally entered into with GSS. Since August 2019, GoX also operated, until the sale on March 30, 2026, an escape room under the "Escape Hunt" trade name at the same location in Houston. This entity does not engage in any other business activities, provide products or services to our franchisees, nor offer franchises in any line of business.

Although we do not do so as of the date of this Disclosure Document, we and our other affiliates reserve the right to provide additional products and services to you and other franchisees.

We have no other parents, predecessors, or affiliates required to be included in this Item. Except as described above, neither we, nor our affiliates, have offered franchises in any other line of business, otherwise conduct business of the type offered to you in this Disclosure Document, or provide products or services to our franchisees.

The Franchise

We offer franchises for the operation of a Hollywood-inspired, live-hosted immersive and interactive game show studio business under the names GAME SHOW STUDIO® and THE GAME SHOW STUDIO®, which are established and operated using the format and system we developed (the "**System**"). In an age dominated by smart phones and social media, GAME SHOW STUDIOS aim to bring people together to share an experience, laugh, and forge lifelong memories.

We refer to GAME SHOW STUDIO businesses as "**Game Show Studio Businesses**"; we refer to such businesses operated by us or our affiliates as "**Corporate Game Show Studio Businesses**"; and we refer to the businesses operated by our franchisees as "**franchised Game Show Studio Businesses**." As used in this Disclosure document, "**the Game Show Studio Business**" or "**your Game Show Studio Business**" means your franchised Game Show Studio Business that you will operate pursuant to the Franchise Agreement.

You will operate your Game Show Studio Business at a designated location, which may be either owned by you or leased from a third party, in compliance with our requirements as they are adopted from time to time. In some circumstances, with our prior approval a Game Show Studio Business may be co-located with another business currently operated or planned, such as complementary entertainment or interactive concepts, upscale restaurants and bars, and other businesses providing synergies with a Game Show Studio Business. We refer to these as a "store-within-a-store Game Show Studio Business." A standalone Game Show Studio Business typically occupies 1,500 to 4,000 square feet, while a store-within-a-store studio room typically occupies 600 to 1,000 square feet. All Game Show Studio Businesses are constructed to our specifications as to format, size, layout, decor and the like, unless we agree otherwise. Game Show Studio Businesses are typically located in venues such as shopping malls, entertainment districts, dense urban neighborhoods, escape rooms, family entertainment centers and other immersive entertainment businesses.

As of the date of this Disclosure Document, the types of game shows offered by Game Show Studio Businesses include Wheel of Wonder™, Match-Up Madness™, Survey Showdown™, Name That Price™, Three Door Monty™, Tic-Tac-Trivia™, High Cards™, Double Trouble™, This or That™, High-Lo™, and Push Your Luck™. Additionally, if after at least six months of operations you wish to add traveling, portable mobile game shows ("**Travel Shows**") as part of the offerings of your Game Show Studio Business, and we approve in our sole discretion for you to add this offering, you will also operate Travel Shows, allowing you to offer game shows outside the four walls of your Game Show Studio Business at corporate retreats, team building events, private parties, and other venues and events. If you choose to offer Travel Shows, and we allow you to do so, you will be required to purchase additional equipment from us.

The System includes proprietary software (including game play, audio/video engineering, and lighting programming), skills, methods, techniques and knowledge relating to the marketing and promotion of interactive game show services and other products and services related to the entertainment industry as we may authorize from time to time. Some of the features of our System include distinctive standards and specifications for services, products, equipment, materials, and supplies; uniform standards, specifications, and procedures for operations and customer service standards; purchasing and sourcing procedures; training and assistance; and marketing and promotional programs. We may change, improve, add to, and further develop the elements of the System from time to time, including through software updates.

You will operate your Game Show Studio Business, at your expense, as an independent business utilizing our business format, procedures, designs, layouts, trade dress, technology standards, specifications and methods of operation. You must use the System and all updates to the System in the operation of your Game Show Studio Business, which includes the common use and promotion of the names GAME SHOW STUDIO and THE GAME SHOW STUDIO and the service marks, trademarks, trade names, logos, emblems, signs, slogans, insignia and other commercial symbols we may designate from time to time for the operation of Game Show Studio Businesses using the System (collectively, the **"Marks"**); training; advertising and promotional programs; and ongoing assistance. We may from time to time add or delete products and/or services and change specifications, standards, procedures and methods of operation, and you will be expected to follow suit. You will offer and provide products and services to the general public, at all times complying with the Franchise Agreement and our confidential operations manual (the **"Operations Manual"**), which you will be given access to after you sign your Franchise Agreement. You may only offer services and products with our prior approval.

Franchise Agreement

We offer to enter into franchise agreements ("**Franchise Agreement**," included as Exhibit C) with qualified legal entities and persons who wish to establish and operate a Game Show Studio Business. Under a Franchise Agreement, we will grant you the right (and you will accept the obligation) to operate a Game Show Studio Business at an agreed-upon specified location. We reserve the right to change the form and terms of the Franchise Agreement in the future.

If you are a business corporation, limited liability company, or partnership, you must designate one of your owners, who must be an individual person and who must be reasonably acceptable to us, to act as the decision-maker and our primary contact for your Game Show Studio Business (the "**Operating Principal**"). The Operating Principal must at all times own at least a 20% interest in you. If you are an individual, you will be designated as the Operating Principal.

Multi-Unit Development Agreement

We offer qualified candidates the right to develop multiple Game Show Studio Businesses within a specific territory under the terms of an "**Multi-Unit Development Agreement**." You must agree to open a minimum of three Game Show Studio Businesses under the Multi-Unit Development Agreement. The Multi-Unit Development Agreement is attached as Exhibit D to this Disclosure Document. If you sign a Multi-Unit Development Agreement, you will sign a separate then-current form of the Franchise Agreement for each Game Show Studio Business you develop under your Multi-Unit Development Agreement, which may differ from the current Franchise Agreement attached to this Disclosure Document. You and we will agree on a timeline for opening the Game Show Studio Businesses, which will be set forth in the Multi-Unit Development Agreement. Under the timeline, you will be required to open your first Game Show Studio Business by the Required Opening Date described in Item 5, and then you will typically be required to open each subsequent Game Show Studio Business every 6 to 12 months after that until you have met your total Game Show Studio Business openings commitment. In some cases, we may modify this schedule based on the number of Game Show Studio Businesses you agree to open. During the development period, provided you are in compliance with your Multi-Unit Development Agreement and all Franchise Agreements with us, we will neither develop nor license anyone else the right to develop a Game Show Studio Business physically located in the designated development area in your Multi-Unit Development Agreement, subject to our reserved rights set forth in Item 12 in this Disclosure Document.

Market and Competition

The market for a Game Show Studio Business is composed of private consumers seeking a fun experience with others, as well as corporate and business clients seeking team building and memorable experiences for its personnel. The market for interactive game show experiences in permanent locations is fairly recent, and the market for entertainment businesses generally is competitive and continuously evolving. Your Game Show Studio Business will compete with other forms of entertainment businesses, some of which may offer the same or similar services and products to those offered by Game Show Studio Businesses. The competitors may range from franchise systems and chains to independent operators and other businesses, which may include other businesses owned by us or our affiliates. In addition, many of these competitors may have substantial financial, marketing and other resources and they may already be established in your market.

The ability of each Game Show Studio Business to compete depends on its geographic location, effective sales efforts, employee training, customer service, overhead costs, changing local market and economic conditions, weather and climate, and many other factors both within and outside your or our control. Prior business experience, your knowledge of the industry, your people management skills, business acumen, and financial management strength, as well as your passion for the Game Show Studio Business, will all affect whether you succeed as a Game Show Studio franchisee.

Your Game Show Studio Business will provide products and services to the general public on a year-round basis, and there is generally no seasonality in business. However, you will typically experience the highest sales during the fourth quarter of the year due to colder temperatures in some areas and increased holiday gatherings, and lowest sales during warmer months, especially in locations where winters tend to be colder.

Industry-Specific Regulations

Your Game Show Studio Business will be subject to national, state, and local regulations that apply to all businesses, including the Americans with Disabilities Act, wage and hour laws, occupational health and safety, equal employment opportunity, taxes, hazardous material communication to employees, and business licensing requirements. In addition, you must comply with all zoning laws and regulations applicable. Your Game Show Studio Business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies, such as pandemics. Because your business is generally operated from a destination to which your customers must travel, your business can be affected by such orders more than others.

You will be responsible for ensuring compliance with all laws and regulations that apply to your Game Show Studio Business, including employment, workers' compensation, insurance, corporate, tax, public health, and similar laws and regulations. These laws and regulations are subject to variation by geographic area and locality, are subject to change over time, and may affect the operation of your Game Show Studio Business. You should conduct your own independent research and consult with your own attorney regarding these laws and regulations in the locality in which you desire to open your Game Show Studio Business before legally committing to purchase a Game Show Studio Business. It is your, and only your, responsibility on a continuous basis to investigate and satisfy all local, county, state and federal laws

Additionally, if you develop a store-within-a-store Game Show Studio Business in an existing business you operate or a business you plan to operate, you must comply with all laws and regulations applicable to that other business. As one example, if you add a Game Show Studio Business to a restaurant or other food service business, you must comply with all regulations applicable to restaurants. The restaurant industry is heavily regulated. A wide variety of federal, state and local laws, rules and regulations have been enacted that may impact the operation of a restaurant, and may include those which: (a) establish a variety of standards, specifications, and requirements, including zoning and permitting matters, for the location, construction, design, maintenance, and operation of a restaurant; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety, and welfare of your guests (such as regulations relating to health and sanitation requirements; access by persons with disabilities; employee practices concerning the storage, handling, cooking, and preparation of food; restrictions on smoking; the availability of and requirements for public accommodations; and fire safety and general emergency preparedness); (d) impose requirements for food labeling and identification; (e) regulate marketing and promotional activities; and (f) set minimum standards for wages, benefits, or working conditions that must be afforded to employees. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. Additionally, the Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. The NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While the NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's Nutritional Labeling Guide for Restaurants and Other Retail Establishments provides answers to commonly asked questions regarding the application of the NLEA. If you operate a store-within-a-store Game Show Studio Business, although we do not have any obligations to you with respect to your other business, we may place your Franchise Agreement in default if you fail to comply with any laws, regulations, ordinances, or other rules applicable to the other business, or if your operations of your other business are below standards in such a way as to harm our Marks or the goodwill of our brand.

Agents for Service of Process

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

ITEM 2. BUSINESS EXPERIENCE

Co-Founder & Chief Operating Officer: Jack Slayton

Mr. Slayton has served as Chief Operating Officer since the Company's inception in October 2025, and as Chief Operating Officer of GSS since its founding in May 2023. Prior to these roles, Mr. Slayton held progressive leadership positions with PCH, where he served as Operating Partner from January 2022 to May 2023, providing strategic oversight and hands-on consulting across a portfolio of experiential entertainment concepts and franchise systems, advising on both franchisor development and multi-unit franchisee operations. He previously served as Finance Director from August 2022 to January 2023, leading financial planning and unit-level economics analysis, and as Senior Analyst from September 2019 to August 2022, where he built foundational expertise in franchise performance modeling and location-based entertainment operations. Mr. Slayton serves in his current capacities from St. Paul, Minnesota.

Co-Founder & Chief Development Officer: Julian Wagner

Mr. Wagner has served as our Chief Development Officer since our inception in October 2025 and as Chief Development Officer of Go Xperia Corporation, an affiliate of ours, in St. Paul, Minnesota, since February 2022. Prior to his current positions, Mr. Wagner was the Senior Manager of Experiential Marketing at BI Worldwide in Minneapolis, Minnesota from February 2020 to February 2022. Prior to that, he was Event Marketing Manager and Account Development Director at College Marketing Group in Minneapolis, Minnesota from April 2017 to February 2020. Mr. Wagner is also the Owner/Operator of Redline Events and Production in Minneapolis, Minnesota and Los Angeles, California, positions he has held since August 2013. Mr. Wagner serves in his current capacities in St. Paul, Minnesota.

Executive Producer: Brian Kelly

Mr. Kelly has served as our Executive Producer since June 2025. Prior to that, he served as our (or our affiliate's) Host and Gameplay/Operations Manager from January 2025 to June 2025. Mr. Kelly also currently serves as Owner/Artistic Director of Mystery Cafe Inc. in Minneapolis, Minnesota, since April 2016; and as talent for Moore Creative Talent, Inc. in Minneapolis, Minnesota, since July 2024. He also served as part of the entertainment team for the St. Paul Saints Baseball for Diamond Club Holdings, LLC, in St. Paul, Minnesota, from April 2013 to October 2024, and as talent for NUTS, ltd., in Minneapolis, Minnesota, from April 2005 to July 2024. Mr. Kelly serves in his current capacities in Minneapolis, Minnesota.

Director of Franchise Sales: Alfred Naddaff

Mr. Naddaff has served as our Director of Franchise Sales since April 2026. Since January 2025, and from July 2022 to September 2022, he has also been self-employed as a franchise development consultant in Boston, Massachusetts. From October 2022 to December 2024, he served as Director of Franchise Development in Boston, Massachusetts for Mighty Quinn's Franchising, LLC from October 2022 to December 2024, and as Manager of Franchise Development, Northeast & Midwest in Boston, Massachusetts for Checkers Drive-In Restaurants, Inc., the franchisor of Checkers & Rally's restaurants, from January 2021 to June 2022. With experience in both middle and senior management – covering local, regional, and national roles – Mr. Naddaff has also worked for the Boston Market, Einstein Bros. Bagels, and Edible Arrangements brands. Alfred's roots in the franchise industry run deep, as his family built 19 KFCs across New England in just three years. Over the course of his career, he has played a role in opening more than 2,200 retail franchise locations throughout the United States. Mr. Naddaff serves in his current capacities in St. Paul, Minnesota.

Director of Finance: Michael Kaufman, CPA (PCH)

Mr. Kaufman, a Certified Public Accountant, has served as the Director of Finance for us and GSS since October 2025. Mr. Kaufman has also served as the Director of Finance of PCH since March 2023. Within this role, Mr. Kaufman has worked with numerous franchise brands including Papa Murphy's (multi-unit franchisee), Pedal Pub (franchisor), and Cell Phone Repair (area representative) where he has closed numerous acquisitions and sales of both franchisee units and franchisor systems. From September 2021 to March 2023, Mr. Kaufman worked at PricewaterhouseCoopers in Minneapolis as an auditor of publicly traded technology and consumer products clients, where he was responsible for the management and coordination of multinational audit teams and the audit of complex accounting processes. Prior to that, he was attending graduate school at the University of Denver. Mr. Kaufman serves in his current capacities in St. Paul, Minnesota.

President: Scott Evert (PCH)

Mr. Evert has served as President and Managing Member of PCH since its founding in 2004, where he oversees the firm's portfolio of small business investments, franchise acquisitions, and franchise system development. Under his leadership, PCH has built a diversified platform spanning both the franchisee and franchisor sides of the industry, with a focus on identifying scalable concepts and positioning them for long-term, multi-unit growth. Prior to dedicating his full attention to PCH, Mr. Evert concurrently served as Managing Member of Maxann, LLC, based in Minneapolis, Minnesota, a role he held from 2000 through November 2025. Mr. Evert serves in his current capacities in St. Paul, Minnesota.

Executive Vice President: Brian VanDerBosch (PCH)

Mr. VanDerBosch has served as Executive Vice President of PCH since October 2019 and also has served as a Board Member for Autoscope Technologies Corporation, Minneapolis, Minnesota, since June 2001. Prior to joining PCH, he was chief executive officer and chief financial officer of a company focused on traffic signal priority control and traffic detection systems and previously served in roles in both public and private companies in a variety of industries. Mr. VanDerBosch serves in his current capacities in St. Paul, Minnesota.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee

If you are purchasing a single franchise, you must pay an initial franchise fee ("**Initial Franchise Fee**") of $50,000. The Initial Franchise Fee is considered fully earned and nonrefundable upon payment. Other than as described below, our Initial Franchise Fee is uniform for all franchisees.

Multi-Unit Development Fee

We offer Multi-Unit Development Agreements to qualified candidates to develop multiple (three or more) Game Show Studio Businesses. The development fee you pay when you sign a Multi-Unit Development Agreement will vary depending on the number of Game Show Studio Businesses you commit to open. If you enter into a Multi-Unit Development Agreement, you will pay a development fee ("**Development Fee**") equal to $40,000 multiplied by the number of Game Show Studio Business you agree to open under our form of Multi-Unit Development Agreement. At the time you sign the Multi-Unit Development Agreement, you will pay us $40,000 for your first Game Show Studio Business plus 50% of the remainder of the Development Fee. You will then pay us $20,000 when you sign each remaining Franchise Agreement pursuant to the Multi-Unit Development Agreement. The Development Fee is fully earned at the time you sign the Multi-Unit Development Agreement and is non-refundable. The table below outlines the total Development Fee you will pay if you sign a Multi-Unit Development Agreement for three to five units, however we may allow you to develop more than five Game Show Studio Businesses.

Number of Units	**Total Development Fee**	**Payable upon signing of Multi-Unit Development Agreement**	**Payable upon signing of remaining Franchise Agreements ($20,000 at each signing)**
3	$120,000	$80,000	$40,000
4	$160,000	$100,000	$60,000
5	$200,000	$120,000	$80,000

Discounts on Fees

We offer reduced fees of $5,000 off the Initial Franchise Fee or Multi-Unit Development Fee to current members of the United States Military and veterans who received an honorable discharge from a branch of the United States military.

We reserve the right to discount the Initial Franchise Fee and Multi-Unit Development Fee in circumstances in which we feel such discounting is appropriate, in our sole discretion. As we only began offering franchises as of the date of this Disclosure Document, we did not collect any Initial Franchise Fees or Development Fees in our last fiscal year.

Game Show Studio Equipment Package and Installation

Before you open your Game Show Studio Business, you must purchase from us or our affiliate a game show studio equipment package, based on our then-current standards and specifications. As of the date of this Disclosure Document, we estimate the cost this equipment to range from $115,000 to $130,000, depending on studio size, as well as fluctuating manufacturing, shipping, and logistics costs. As of the date of this Disclosure Document, we or our affiliate sell this equipment to you at our (or our affiliate's) cost. You will also pay us or our affiliate to install the equipment, which we estimate will cost $7,500 to $10,000.

You must pay for the equipment at least 75 days before your planned opening date and for the installation upon its completion. The cost of the equipment and installation is non-refundable (except if certain equipment is rejected and returned for defects or non-conformities and we cannot replace that equipment) and are not credited against any other obligation you have to us. The form of our Equipment Purchase Agreement is attached to this Disclosure Document as Exhibit J.

Technology Fee & Managed Marketing Fee

As described in Item 6, you will pay us (or a designated vendor) a Technology Fee and Managed Marketing Fee each month during the term of your Franchise Agreement. The Technology Fee covers your designated booking and waiver software, website hosting and management, two email addresses, and other technology tools we may choose to provide and require you to use during the term of the Franchise Agreement. The Managed Marketing Fee covers the management, execution, and optimization of local digital advertising efforts in your area on your behalf, as well as strategic marketing services, content creation, social media management, basic graphic design services, and other marketing tools we may require during the term of the Franchise Agreement. We estimate you will make the first payments of the Managed Marketing Fee and Technology Fee one to two months prior to your opening and, accordingly, you will pay $1,500 to $4,000 of these fees prior to your opening, provided you open within our standard timeframes. These fees are non-refundable under any circumstances.

Grand Opening Advertising

A grand opening marketing, advertising, and promotion program must be conducted prior to the opening of your Game Show Studio Business in compliance with our requirements. You will be required to pay a portion of this required spending, ranging from $7,000 to $11,000, to us to conduct grand opening local advertising on your behalf. Within this range, the amount you pay us will depend on the size of your market, competition in your market, and other factors. We generally require you to pay this approximately 90 days prior to your scheduled opening. We will spend 100% of these funds collected from you on your behalf to locally advertise the grand opening of your Game Show Studio Business. This fee is nonrefundable and is not credited against any other obligation you have to us.

Initial Training Fee

You will pay us an initial training fee of $10,000 for on-site, pre-opening training at your Game

Show Studio Business. This fee covers the on-site training by one or more of our representatives and our expenses for our personnel to travel to your market, including transportation costs, accommodations, meals, and other expenses. This fee, which you will pay approximately 60 days before your scheduled opening, is nonrefundable and is not credited against any other obligation you have to us.

Extension Fee

If you are developing a store-within-a-store Game Show Studio Business, you will have 120 days from the date you sign the Franchise Agreement to open and begin operations; if you are establishing your Game Show Studio Business as a standalone business, you will have 180 days from the date you sign the Franchise Agreement to open and begin operations (the applicable date, the "**Required Opening Date**").

If you request to extend your Required Opening Date by 60 days, and we approve your request, you will pay us an extension fee of $1,500 and you will have a new Required Opening Date that reflects the 60-day extension. Additionally, if you have not opened your Game Show Studio Business by the Required Opening Date, we may place your Franchise Agreement in default and, if you do not open within any time that may be provided for cure, we may terminate the Franchise Agreement. Extension fees may also apply if we agree to allow you to extend the date for opening any Game Show Studio Business that you agree to open under a Multi-Unit Development Agreement. We are not obligated to grant any extensions, and we have the right to condition our consent on other requirements. Extension fees are not refundable and are not credited against any other obligation you may have to us.

You are not required to make any other payment to or purchases from us or any affiliate before your Game Show Studio Business opens for business.

ITEM 6. OTHER FEES

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Royalty Fee	10% of Gross Revenue, subject to the following mandatory minimum monthly amounts: • No minimum for the first 6 months after the Royalty Start Date. • $2,000 for the next 12 months. • $3,000 each month thereafter.	Payable monthly on the 10th day of the month for the preceding month (billed in arrears). The Royalty Fee will begin to accrue on the date of your first booking in our designated or approved booking system ("**Royalty Fee Start Date**"). You will make your first Royalty Fee payment on the 10th day of the month following the month	Upon our request, you will provide us with a report including Gross Revenue per month ("**Gross Revenue Report**"). We will debit your bank account. (Notes 2, 3 and 4).

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
		you open for business.	
Software License and Innovation Fee	Currently, $300 per month.	Monthly at the same time as the Royalty Fee for the preceding month (billed in arrears). This fee begins to accrue on the Royalty Fee Start Date. You will make your first Software License and Innovation Fee payment on the 10th day of the month following the month you open for business.	The monthly Software License and Innovation Fee may be increased during the term of the Franchise Agreement upon 30 days' notice from us, but will not exceed $1,000 per month. This fee increase will not apply during the first year of the term of the Franchise Agreement. (Notes 3 and 4). These fees pay for your ongoing rights to use proprietary software we have developed for Game Show Studio Businesses and are also used to plan and implement innovations, including the development of new game content, and associated proprietary software, to keep Game Show Studio Businesses fresh and interesting to encourage return visits by prior customers.
Brand Contribution	You must contribute 2% of Gross Revenues, up to a maximum of $1,000 in any calendar month, to our System Brand Fund.	Monthly at the same time as the Royalty Fee for the preceding month (billed in arrears). The Brand Contribution begins to accrue on the Royalty Fee Start Date. You will make your first Brand Contribution on the 10th day of the month following the month you open for business.	You must make Brand Contributions to us (the "**Brand Contribution**"). The System Brand Fund is used for system-wide brand content and initiatives. (Notes 2, 3 and 4)

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Minimum Local Advertising Obligation	Each month you must spend $4,000 or 10% of monthly Gross Revenues, whichever is greater, on your local digital advertising (e.g., Google and Meta ads) with us, our affiliates, or arm's length parties. We may, at our discretion, reduce the minimum spend amount based on the size of your market, competition in your market, and similar factors.	Monthly, on or before the 5th of the month for the following month (billed in advance). This obligation begins when you open.	As of the date of this Disclosure Document, at least $3,000 of these funds are paid to us or our affiliate monthly to be spent on your behalf on paid local advertising with digital advertising platforms. We may approve you to spend these funds directly with approved third-party vendors from time to time. We must approve all advertising. Your first payment will be prorated if your first month of operations is not a full calendar month, and will be collected upon your opening. (Notes 2, 3 and 4)
Managed Marketing Fee	Currently between $1,000 and $1,500 per month.	Monthly at the same time as the Royalty Fee for the preceding month (billed in arrears), or as billed by approved third-party vendor if paid to the vendor. This fee begins on the Effective Launch Date. The "**Effective Launch Date**" is determined based on the date your Game Show Studio's location-specific website and booking system go live. If such date is on or before the 15th day of	The monthly Managed Marketing Fee may be increased during the term of the Franchise Agreement upon 30 days' notice from us, but will not exceed $3,000 per month. This fee currently covers the management, execution, and optimization of local digital advertising efforts in your area on your behalf, as well as strategic marketing services, content creation, social media management, and basic graphic design services. We may approve you to spend a portion of these funds directly with approved third-party vendors from time to time. We may change our list

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
		the month, the Effective Launch Date is the first day of such month; if the date is after the 15th day of the month, the Effective Launch Date shall be the first day of the next month.	of approved vendors from time to time, or we may require that this fee be paid entirely to us or our affiliate to spend on your behalf.
Technology Fee	Currently $500 per month.	Monthly at the same time as the Royalty Fee for the preceding month (billed in arrears). This fee begins on the Effective Launch Date.	The monthly Technology Fee may be increased during the term of the Franchise Agreement upon 30 days' notice from us, but will not exceed $1,500 per month. We will not increase this fee during the first year of the term of the Franchise Agreement. (Notes 3 and 4) This fee currently covers the cost of website management, website hosting, 2 Game Show Studio email addresses, and access to the following applications: customer relationship management system and our booking site. If you request additional email addresses, and we agree to provide them at our discretion, you must pay an additional amount of $10 per month per additional email address you request.

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Additional Assistance or Additional Training	$500 to $1,500 per day per trainer plus expenses at our discretion, depending on the specific areas of training and the personnel required.	When performed.	If you request that we provide additional assistance or training, or if we determine that additional assistance training is required, you must pay our daily fee for each trainer, and you must reimburse each trainer's expenses for any necessary travel, including travel, lodging, meals and other reasonable expenses in accordance with our travel and expenses policy.
Conference/ Program Fee	$1,000 to $2,500.	As incurred.	We may charge you a reasonable fee for any conferences, conventions, programs, or training sessions that we conduct. We will also charge you a reasonable fee for your failure to attend the annual meeting. (Note 5).
Event Sales Fee	As of the date of this Disclosure Document, we do not charge a fee to customers for event sales and coordination/ planning services for large groups to book events at Game Show Studio Businesses. However, if we or our affiliates do so, customers will pay this fee as part of their booking. The proceeds from the fee will be paid to you, but you may be required, in turn, to pay it to us. We will not charge you more than you collect from customers for this fee.	Monthly at the same time as the Royalty Fee for the preceding month (billed in arrears).	Our parent operates a centralized sales and coordination/ planning department for customers to book events at Game Show Studio Businesses. You must participate in these services, and if so, you will pay to us the fees you collect from customers for this service. Our affiliate does not currently charge customers a fee for these services but reserves the right to do so.

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Renewal Fee	25% of our then-current Initial Franchise Fee at the time of renewal.	Upon signing renewal Franchise Agreement.	Payable when, and if, you renew your Franchise Agreement. There are other conditions to renew. See Item 17.
Transfer Fee	50% of our then-current Initial Franchise Fee or 15% of the gross sales price of the franchise, whichever is greater, except that if we find a buyer for your business, this fee will be 10% of the gross sales price.	At transfer closing.	You must pay us the transfer fee before we will grant final approval of the transfer. No charge if you transfer your franchise to a corporation, limited liability company or other entity which you control. This fee is subject to state law.
Venue Expansion or Relocation Fee	$5,000	As incurred	Payable to us upon submitting your request to expand or relocate your location. This fee covers the cost of the assessment and design of new and/or expanded space. This fee also applies to any expansion of games you offer that requires significant changes to room design.
Audit Expenses	Late charge on past due balances plus the cost of the audit in certain circumstances.	As incurred.	Due if audit of your books shows an understatement of your total amount owed to us for any reporting period, or if the audit is needed because you failed to follow our reporting requirements. (Note 6).
Late Fee and Interest on Overdue Payments	A late fee of $50 for any late payment, plus interest at a rate of 1.5% per month, or maximum legal interest rate.	On invoice.	You must pay us or our affiliates a late payment fee and interest on any undisputed amounts past due to us or our affiliates.
Returned Checks or Insufficient Funds Service Fee	$30 plus our out-of-pocket costs and an administrative fee.	On invoice.	If we draft money from your account under our electronic funds transfer (**"EFT"**) or draft ("**ACH**") system, and there are insufficient funds to cover the draft, we will charge you the return costs charged by

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
			our bank and an administrative fee to cover our costs of addressing the nonpayment. This fee is in addition to interest on the amount due.
Approval of Alternative Products and Services	Our reasonable costs incurred in evaluating the product and/or services, not to exceed $5,000.	On invoice.	This covers the cost of testing new products or services you recommend. (Note 7).
Indemnification	Our cost.	On invoice.	You must indemnify us from certain losses and expenses under the Franchise Agreement.
Attorney's Fees	Our cost.	On invoice.	If we (or an affiliate) become(s) a party to a proceeding on an agreement between us (or an affiliate) and you, and we (or our affiliate) win(s), or if we (or an affiliate) become(s) a party to litigation or insolvency proceedings for your franchise, then you must pay our (or our affiliate's) reasonable attorneys' fees and court costs. If we terminate the Franchise Agreement for your default, you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.
De-identification Fee	Our actual costs, plus interest and an administrative fee equal to 15% of our actual costs.	On invoice.	Payable only if we terminate the Franchise Agreement, you fail to de-identify your location and/or your equipment, and we make the required changes on your behalf.
Cure Expenses, Collection Costs, and Post Termination /	Our cost and expenses if we take action to cure any default by you under the Franchise Agreement or Multi-Unit	Upon demand.	Due only if you are in default under your Franchise Agreement or Multi-Unit Development Agreement, in

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Expiration Expenses	Development Agreement, including costs of collection for unpaid amounts.		which case you must reimburse us for the expenses we incur (including reasonable attorneys' fees) as a result of your default and to enforce and terminate your Franchise Agreement or Multi-Unit Development Agreement if necessary. This also applies if your Franchise Agreement or Multi-Unit Development Agreement terminates or expires and we incur expenses in ensuring your compliance with the post-termination and post-expiration provisions.
Proprietary Products	The price is established by the applicable approved supplier from time to time.	Due as established by us or the applicable approved supplier.	These will be paid to us, our affiliates, or to other approved suppliers on the terms established from time to time by the applicable approved supplier. Item 8.
Liquidated Damages	See Note 8.	Within five (5) days of termination of your Franchise Agreement or Multi-Unit Development Agreement for cause.	You must pay this fee if we terminate your Franchise Agreement or Multi-Unit Development Agreement for cause.

NOTES:

Note 1. Unless otherwise stated, we or our affiliate directly imposes all the fees in this table, you pay them to us or our affiliate, and we do not refund them. Except as described in this Item 6, all fees are uniformly imposed; however, we reserve the right, in our discretion, to reduce or waive certain fees on a case-by-case basis (for example, in connection with multi-unit development commitments or other negotiated arrangements).

Note 2. "**Gross Revenues**" means the amount of sales of all products and merchandise sold or services rendered in, on, about, or otherwise deriving from the Business, together with any other revenues derived from the operation of the Business, whether by Franchisee or by any other person, whether or not in accordance with the terms of this Agreement, and whether for cash or on a charge, credit, barter or time basis, and whether collected or uncollected, *except that* Gross Revenues do not include (i) sales tax collected and paid to local authorities, (ii) revenue derived from booking fees, or (iii) revenue derived from sales of catering and any other exempt goods and services pre-approved in writing by Franchisor provided by third parties where such revenue does not exceed by more than 10% the cost to acquire such goods or services from the third parties.

Note 3. Under the Franchise Agreement, we require that all Royalty Fees, Software License and Innovation Fees, Technology Fees, Brand Contributions, Managed Marketing Fees, and other fees as we may require, be paid to us or our affiliate via ACH or other electronic funds transfer ("EFT") method. We will collect these fees by initiating an ACH or other EFT withdrawal from your designated bank account on the 10^{th} day of each month (or the next day, if it is not a business day), or such other day as we may establish, based on Gross Revenues for the preceding month. We may elect to collect these fees more frequently at our discretion, including, for example, if we adopt a different payment method or if there is a history of insufficient funds in your designated bank account when we initiate the ACH payments. If you are required to pay a portion of your Minimum Local Advertising Obligation to us, we will collect it by initiating an ACH or other EFT withdrawal from your designated bank account on the 5^{th} day of each month (or the next day, if it is not a business day), or such other day as we may establish. Accordingly, you must sign an electronic transfer of funds authorization for your bank account. While we generally will calculate amounts due to us based on the sales recorded in your online booking and other systems (which we will have access to), upon our request, written reports reporting Gross Revenue and other information we require, prepared on our prescribed form, must be submitted to us by the 5^{th} day of each month for the preceding calendar month (or such other day as we establish).

Note 4. As of the date of this Disclosure Document, Corporate Game Show Studio Businesses and our current licensees are not required to pay Royalty Fees, Brand Contributions, Software License and Innovation Fees, and other monthly fees assessed to franchised Game Show Studio Businesses, but they do pay a licensing fee and will participate in any applicable established advertising cooperative.

Note 5. The person holding a controlling interest in your business and your Operating Principal (if different) will be required to attend our annual conference each year. You will be charged the then-applicable conference fee regardless of attendance. If you want to send additional people to our annual conference, you will pay an additional fee for each registration. We may increase this fee for future conferences.

Note 6. You must pay our audit expenses (including travel, lodging, meals, and compensation of the auditing personnel that may travel to your location) if an audit of your records reveals an understatement of 2% or more of your total amount owed to us during the audit period, or if the audit is needed because you failed to follow our reporting requirements. The cost of the audit will depend on many factors that will vary on a case-by-case basis, like the condition and accuracy of your recordkeeping, the extent of your cooperation, the number of years of your accounting records that are reviewed during the audit process, and other circumstances unique to your particular audit. As a result, we are unable to estimate a range of these audit costs; however, these audit expenses will not exceed our actual costs. In addition to these charges, if your records reveal understatements, we will have rights to enforce or terminate the Franchise Agreement as described further in Item 17.

Note 7. If you want to purchase unapproved products or equipment, supplies, services, or products from other than approved suppliers, we may require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility designated by us, or reimbursement of our expenses if travel is incurred. See also Item 8.

Note 8. If we terminate your Franchise Agreement for cause, you must pay us within five (5) days after the effective date of termination liquidated damages equal to (i) the lesser of (x) the sum of Royalty Fees, Software License and Innovation Fees, Technology Fees, and Brand Contributions that would have been due through the expiration of the term of the Franchise Agreement; or (y) the sum of Royalty Fees, Software License and Innovation Fees, Managed Marketing Fees, Technology Fees, and Brand Contributions that would have been due for a period of 3 years from the termination date, calculated by taking the average Royalty Fees, Software License and Innovation Fees, Managed Marketing Fees, Technology Fees, and Brand Contributions you paid to us for the 12 month period prior to the termination date and amortizing it for such calculation period; provided that if your Game Show Studio Business was not open for such entire 12 month period, utilizing the average of such payments paid to us by Game Show Studio Businesses within the System for any period in which your Game Show Studio Business was not open and operating. If we terminate your Multi-Unit Development Agreement due to your breach, in addition to any other remedies available to us, you must pay us within 15 days after the effective date of termination the remaining outstanding balance of the Development Fee plus liquidated damages in an amount equal to $15,000 for each of the first two franchise agreements you failed to sign plus $7,500 for each additional franchise agreement you failed to sign under the Multi-Unit Development Agreement.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT – STORE-WITHIN-A-STORE		AMOUNT – STANDALONE		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH	LOW	HIGH			
INITIAL FRANCHISE FEE (Note 1)	$45,000	$50,000	$45,000	$50,000	Lump Sum	Upon Signing Franchise Agreement	Us
LEASEHOLD IMPROVEMENTS / ROOM PREP (Note 2)	$5,000	$15,000	$30,000	$130,000	As Arranged	Before Opening	Landlord, Contractors
RENT AND SECURITY DEPOSIT (Note 3)	$0	$0	$6,000	$12,000	As Arranged	As Arranged	Landlord
GAME SHOW EQUIPMENT (Note 4)	$115,000	$130,000	$115,000	$130,000	Lump Sum	Before Opening	Us
SIGNAGE	$5,000	$15,000	$5,000	$15,000	As Incurred	Before Opening	Approved Suppliers

TYPE OF EXPENDITURE	AMOUNT – STORE-WITHIN-A-STORE		AMOUNT – STANDALONE		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH	LOW	HIGH			
INSTALLATION	$7,500	$10,000	$7,500	$10,000	As Incurred	As Incurred	Us
FURNITURE, FIXTURES & EQUIPMENT	$0	$5,000	$10,000	$15,000	As Incurred	Before Opening	Approved Suppliers
INITIAL TRAINING EXPENSES (Note 5)	$12,500	$15,000	$12,500	$15,000	As Incurred	As Incurred	Us, Airlines, Hotels & Restaurants
TECHNOLOGY & MANAGED MARKETING FEES (Note 6)	$1,500	$4,000	$1,500	$4,000	Lump Sum	Before Opening	Us
GRAND OPENING MARKETING (Note 7)	$13,000	$21,000	$13,000	$21,000	Lump Sum	Before Opening	Us, Vendors
PROFESSIONAL FEES; LICENSES & PERMITS (Note 8)	$1,500	$5,000	$1,500	$5,000	As Required	As Required	Attorney, CPA, and State & Local Regulatory Agencies
INSURANCE (Note 9)	$4,000	$25,000	$8,000	$25,000	As Agreed	As Incurred	Insurance Companies
SUPPLIES & EQUIPMENT (Note 10)	$5,000	$6,000	$5,000	$8,500	As Incurred	As Incurred	Vendors
ADDITIONAL FUNDS – 3 MONTHS (Note 11)	$15,000	$35,000	$30,000	$60,000	As Incurred	As Incurred	Employees and Vendors
TOTAL (Note 12)	**$230,000**	**$336,000**	**$290,000**	**$500,500**			

EXPLANATORY NOTES

The above table contains estimates of a franchisee's total initial investment in one Game Show Studio Business. The second and third columns list the low and high ranges of estimated costs for a store-within-a-store Game Show Studio Business. The fourth and fifth columns list the low and high ranges of estimated costs for a standalone Game Show Studio Business. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Game Show Studio Business may be greater or less than the estimates given, depending upon the location of your Game Show Studio Business, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments. Our parent, GSS, may agree, if you qualify under its then-current lending qualification criteria, to finance your purchase of the game show studio equipment package that you are required to purchase from us (see Item 10).

You should review this information, including the footnotes, carefully, conduct your own investigation and seek the help of qualified advisors before making any decision about an initial investment in a Game Show Studio Business.

Note 1. The Initial Franchise Fee is non-refundable. The Initial Franchise Fee includes access to one complete set of the Operations Manual that is described in Items 1 and 11. We offer a $5,000 discount on the Initial Franchise Fee for members of the United States military and veterans who received an honorable discharge from a branch of the United States military. Certain reduced fees are also tied to you signing a Multi-Unit Development Agreement and committing to open three or more Game Show Studio Businesses. In that case, if you meet the conditions necessary to pursue this, the Development Fee will be an amount equal to $40,000 multiplied by the number of Game Show Studio Businesses you agree to open. At the time you sign the Multi-Unit Development Agreement, you will pay us $40,000 for your first Game Show Studio Business plus fifty percent (50%) of the remainder of the Development Fee. You will then pay us $20,000 when you sign each remaining Franchise Agreement pursuant to the Multi-Unit Development Agreement. The Development Fee is fully earned at the time you sign the Multi-Unit Development Agreement and is non-refundable.

Note 2. If you will open a store-within-a-store show studio, you will need to prepare an existing room or space to accommodate it. This estimate assumes this space is an empty shell of approximately 600 to 1,000 square feet. The estimate includes the costs of installing the baseline electrical requirements, risers, producer desk, and flooring. If you open a stand-alone show studio, you will need more extensive leasehold improvements. Whether you open a store-within-a-store or a standalone studio, the cost of leasehold improvements will vary widely depending upon the size and condition of the premises, whether or not there are any existing and comparable leasehold improvements in the premises, the extent and quality of improvements desired by you over and above our minimum requirements, the landlord's tenant improvement cash contribution to the cost of the improvements, whether you utilize union or non-union labor, and other factors. Our estimates for a standalone show studio are based on the assumption that the Game Show Studio Business is in an urban or suburban class A or B property and is approximately 1,500 to 4,000 square feet. Estimates assume that the space is delivered to you with, at a minimum, a level concrete floor suitable for floor covering, air-conditioning, electricity, gas, sewers, bathroom facilities, water and plumbing, and that you have non-union labor available to you. Among other things, you will probably need to arrange for the following items to meet our standard plans and specifications: proper wiring and plumbing, floor covering, wall covering, partitions, lighting and fixtures, painting, finishing, and the like. Your costs in the area of leasehold improvements may be positively affected if you are able to receive a tenant improvement allowance or cash contribution from your landlord for the cost of improvements. The low range of these estimates assumes your space includes some of the features that your Game Show Studio Business will require, such as adequate electrical panels and components. Both the low and high ranges of our estimates assume that you obtain a tenant improvement allowance, that your landlord agrees to conduct a large portion of your build-out, or you are taking over an existing space that does not need an extensive amount of work over paint and flooring. These arrangements may or may not be available through your landlord. This line item also includes architectural and design fees for a standalone studio. You may be required to retain the services of a qualified architect and engineer to adapt our standardized plans and specifications based on our prototype Game Show Studio Business for the remodeling or build-out of your show studio. We may from time to time develop or approve variations with respect to our prototype locations and plans. These estimates assume your Game Show Studio Business will have one studio room; if you choose to operate more than one studio room, your costs will be higher.

Note 3. These figures presume that you will be leasing the Game Show Studio Business premises. We are unable to estimate the total cost of purchasing suitable premises for your Game Show Studio Business or the amount of any down payment that would be required. If you will open a store-within-a-store show studio, this estimate assumes that you already have the necessary space as part of your current operations, and you do not need to rent any additional space. If you will open a standalone show studio, the estimate in the table above includes your first month's rent payment, security deposit and utility deposits (for example, telephone, electricity, gas and water). We have assumed the security deposit to your landlord will equal one month's rent, although this may vary from landlord to landlord. The estimates assume that rent commences upon the Game Show Studio Business' opening. Rent, common area maintenance fees and property taxes will vary depending upon the size of the premises, the site's condition, its location, building size, access to major streets, demand for the site, the build-out requirements and construction or other allowances from the landlord, and the requirements of individual landlords. A typical stand-alone Game Show Studio Business, which occupies approximately 1,500 to 4,000 square feet of net rentable space, may be either a freestanding building, an in-line retail plaza space, within a shopping mall, or an end cap space, but, in any event, the Game Show Studio Business requires ample parking, good visibility, and availability of prominent signage. Because of the wide variation in lease rates for retail space, you should thoroughly investigate the costs of obtaining a location. These estimates assume your Game Show Studio Business will have one studio room; if you choose to operate more than one studio room, your costs may be higher.

Note 4. You must purchase equipment from us to operate your Game Show Studio Business, which, as of the date of this Disclosure Document, we sell to you without markup. The cost of this equipment will vary depending on the size of your studio and the package of games, as well as fluctuating manufacturing, shipping, and logistics costs. If you qualify, our parent, GSS, may offer financing for up to the full purchase price of the game show studio equipment package (up to $130,000). See Item 10 and Exhibit L for additional details. You must pay for the equipment at least 75 days before your planned opening date. If, after at least six months of operations you wish to add Travel Shows as part of the offerings of your Game Show Studio Business, and we approve in our sole discretion to allow you to add this offering, you will be required to purchase additional equipment from us for the Travel Shows. Because this additional optional equipment is not purchased until after you have been open at least six months, it is not included in the amounts above. These estimates assume your Game Show Studio Business will have one studio room; if you choose to operate more than one studio room, your costs will be higher.

Note 5. This estimate includes the initial training fee of $10,000 that is paid to us for the second phase of initial training, which is on-site, pre-opening training at your Game Show Studio Business for your Operating Principal, General Manager (if applicable), and live hosts. This initial training fee covers the on-site training by one or more of our representatives and our expenses for our personnel to travel to your market, including transportation costs, accommodations, meals, and other expenses. This estimate also includes the costs you will incur for two people to travel to our corporate headquarters for the first phase of our initial training program. Your Operating Principal and General Manger (if applicable) are required to attend initial training. For this first phase of initial training, you will need to arrange transportation, lodging, food, and incidental expenses for your Operating Principal and General Manager (if applicable). This does not include any salaries for your Operating Principal, but does include wages to a General Manager (if applicable). The expenses you incur depend on factors such as the cost of travel, modes of transportation, distance from our corporate headquarters, hotel accommodations, and meals, as well as employee wages and associated costs. These purchases are not refundable.

Note 6. You will pay us monthly Technology Fees and Managed Marketing Fees prior to opening. The monthly Technology Fee is currently $500, and the monthly Managed Marketing Fee currently ranges from $1,000 to $1,500. These fees commence on the date your location-specific website and booking site go live, which we estimate to be one to two months before you open.

Note 7. Approximately 90 days prior to your scheduled opening, you must pay us $7,000 to $11,000, which we will spend on your behalf on grand opening local advertising. You also will be required to pay designated vendors $6,000 to $10,000 to conduct public relations and influencer campaigns. Within these ranges, the amounts you will be required to spend will depend on the size of your market, competition in your market, and similar factors. Although you are not required to, we recommend that you make additional expenditures to market, promote, and advertise locally prior to your opening. We reserve the right to require that in lieu of paying us the funds to conduct the grand opening advertising activities, you instead spend it with approved vendors on grand opening advertising and promotional activities we have approved in writing.

Note 8. Local, municipal, county and state regulations vary on the licenses and permits that you will need to operate a Game Show Studio Business. In some cases, you may be required to or desire to lobby local government to modify regulations applicable to you, and if so, that may greatly increase these costs. You pay these fees to governmental authorities, when incurred, before opening for business. Costs for permits and license fees generally are not refundable. See Item 1 for regulations which may be applicable to your business and may require you to obtain a license. You also may choose to hire professionals such as an attorney and/or accountant to assist you in establishing your business and reviewing your franchise-related agreements.

Note 9. The low range of this estimate covers a down payment of one-third of the annual premium for the insurance required by the Franchise Agreement. The high range of the estimate would cover a full annual premium. Insurance costs will vary depending upon factors such as the size and location of the Game Show Studio Business. Such insurance coverage shall be maintained in such minimum amounts as we prescribe and must name us as an additional insured. We may periodically increase or decrease the amounts of coverage and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

Note 10. This category includes computer equipment to run your business. Franchisees, especially those opening a store-within-a-store, may choose to use their existing computer equipment so long as it meets our current requirements.

Note 11. You will need additional capital to support on-going expenses, such as payroll, to the extent that these costs are not covered by sales revenue. New businesses often generate negative cash flow. We estimate that the amount shown in the chart above will be sufficient to cover ongoing expenses for the start-up phase or initial period of the business, which we estimate to be three months. This amount does not include the categories of expenses specifically set forth in the chart, like rent. This is only an estimate, and your actual costs and expenses will vary depending on numerous factors, including those described in note 12 to this table.

Note 12. To compile these estimates, we relied upon our affiliate's experience in opening and operating Game Show Studio Businesses in the Houston, Texas and Minneapolis, Minnesota areas, on information provided by our licensees, and on our management's business acumen. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. These figures may vary considerably in other parts of the United States. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, the local market and economic conditions, the time it takes you to build your sales, and your skills at operating a business. We strongly recommend that you use the categories and estimates in this Item 7 as a guide to develop your own business plan and budget and that you investigate specific costs in your area. If you open more than one Game Show Studio Business, such as pursuant to a Multi-Unit Development Agreement, you will incur these costs for each Game Show Studio Business. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your creditworthiness, collateral that you may make available, and the policies of local lending institutions.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that the highest degree of quality and service is maintained, you must operate the Game Show Studio Business in strict conformity with the methods, standards, and specifications as we may prescribe in the Operations Manual, as may be updated from time to time, or otherwise in writing.

General

All products, equipment, signs, uniforms, supplies, and other products you purchase in order to operate your Game Show Studio Business must meet our standards, which are detailed in the Operations Manual. We will provide access to the Operations Manual to you when we sign the Franchise Agreement. You must purchase, install, and use all fixtures, furnishings, equipment, décor, supplies, computers and communications hardware and software, signs and other branded materials, as well as products and merchandise as we may reasonably require in the Operations Manual or other written materials. You must purchase all products and items solely from manufacturers, distributors, and suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Operations Manual, which we may update in our discretion from time to time, or otherwise in writing. We have the right to designated us or an affiliate to be an approved supplier, or even the sole supplier, of some or all of these items.

We are free to modify any specifications or standards at our discretion. These communications are transmitted to you and other franchisees and not to third party suppliers. We have no obligation to make available to prospective suppliers the standards and specifications that we deem confidential. When approving suppliers, we consider whether they demonstrate the ability to meet our standards and specifications and whether they possess adequate quality controls and capacity to supply your needs promptly and reliably. However, our approval may be withheld for any reason.

Suppliers

Unless otherwise instructed by us, you may purchase your required products and equipment from any source; provided, however, that Game Show Studio requires that a supplier have adequate quality controls and the capacity to supply your needs promptly and reliably. The purpose of these standards, specifications and requirements for suppliers is to help assure uniform minimum quality standards for the services provided to your customers.

In addition to purchasing game show equipment and certain services and supplies from us and our affiliate (as described below), you are required to purchase the following goods and services from designated vendors:

1. You are required to use at least one of three designated digital marketing vendors. Your expenditures with these vendors will count towards your local marketing requirement.

2. You must purchase consumable supplies used by game show "contestants" from a required vendor.

3. If we do not conduct your grand opening marketing and promotion program on your behalf, you may be required to use designated vendors for grand opening advertising and promotional goods and services.

None of our officers hold an interest in any of our suppliers, other than us and our affiliates.

We or Our Affiliates as Approved Suppliers

As of the date of this Disclosure Document, we are the sole and required supplier for the game show and related equipment and replacement parts for such equipment, although we reserve the right to require you to purchase equipment from a third-party vendor. This includes equipment you must purchase if you choose to (and we permit you to) offer Travel Shows. We also are the sole and required supplier of installation services for your game show equipment. You are required to use event sales and coordination/planning services provided by our parent, GSS, although as of the date of this Disclosure Document, we do not charge any fee for these services. Otherwise, as of the date of this Disclosure Document, we or our affiliates are not suppliers of any products, supplies, equipment or other items used in the operation of your Game Show Studio Business. We also may require to you purchase uniforms, promotional materials, and other materials utilizing our Marks at our cost plus a markup for handling, although as of the date of this Disclosure Document, we are not requiring you to purchase such goods from us. We reserve the right to designate ourselves and/or any of our affiliates as an approved supplier of additional items in the future, and we may even designate ourselves or an affiliate as the sole supplier of one or more items, in which case, you would have to buy the item from us or our affiliate at our or its then-current price. Our Operations Manual and other communications will identify our standards and specifications and the names of approved or designated suppliers. If we become a designated supplier, we may charge you a reasonable mark-up, surcharge and handling fee on any items you purchase from us. As of the date of this Disclosure Document, we (or our affiliate) do not include a markup on game show and related equipment, nor on replacement parts, but we (and our affiliates) reserve the right to make a profit on sales to our franchisees.

Approval of Alternative Products

If you would like to use any products that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the supplier's facilities and test samples of the proposed products. You must pay us our reasonable costs incurred in evaluating each product and/or service, including personnel and travel costs, whether or not the product and/or services, as applicable, is approved. We have the right to grant, deny, or revoke approval of any product or service based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. We will generally notify you and the supplier of our approval or disapproval within 45-60 days of our receipt of all the information and samples we request. If we revoke approval of any supplier or any item offered by a supplier, we will send you written notice of our revocation of an approved supplier or item. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. The products and services that we approve for you to use or offer in your Game Show Studio Business may differ from those that we permit or require to be offered in other Game Show Studio Businesses.

We may re-inspect the facilities and products of any supplier and revoke approval of the products if any fail to meet any of our then-current criteria. We may re-evaluate any service offered and revoke approval of such service if it fails to meet any of our then-current criteria. If you receive a notice of revocation of approval of a product, you must cease purchasing or leasing the formerly approved product and you must dispose of your remaining inventory of the formerly approved products as we direct. If we revoke approval of a previously approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly approved inventory as we direct.

Negotiated Prices

Periodically, we or our affiliates may offer special group purchasing programs to the franchisees for products, supplies and equipment or negotiate price reductions from recommended suppliers. As of the date of this disclosure document, you are not required to participate in any such programs or join a purchasing cooperative, although we may require you to do so in the future. We and our affiliates may receive volume discounts from suppliers when ordering in bulk.

Proportion of Purchases Subject to Specifications

Required purchases or purchases in accordance with our specifications represent about 40% to 75% of your total purchases to set up your business and about 2% to 4% of your ongoing purchases.

Material Benefits

We and/or our affiliates, may, but are not required to, pass on to our franchisees any rebates, volume discounts or other benefits we or our affiliate receive based on group purchases. We and/or our affiliates may receive revenue or other material benefits from suppliers on account of the suppliers' dealings with us, you or other franchisees. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We do not provide any material benefits to you, such as the grant of additional franchises and/or territories, based on your use of designated or approved suppliers. There are currently no purchasing or distribution cooperatives in our System. During our last fiscal year ended December 31, 2025, our affiliate received $467,526.94 in revenue as a result of the sale or lease of goods and services to our licensees, which we consider franchisees for purposes of this disclosure.

Other Required Purchases

Computer Systems and Required Software.

We will provide the computer systems and hardware to run our proprietary Game Show Studio System as a part of the equipment package. You must also obtain Microsoft Office, QuickBooks, and such other business operations software as we may require, now or in the future, to operate the business. If you open a store-within-a-store, we expect that you will already have a computer system that you can also use for your Game Show Studio Business. If you open a standalone location, you will need to purchase a computer system that meets our requirements, which generally include Windows Operating System® or Mac Operating System, high speed broadband Internet modem, and a compatible printer.

Insurance.

You will maintain in force policies of insurance issued by carriers approved by us covering various risks, as specified by us from time to time in the Operations Manual. We have one preferred carrier, although you may use other carriers that meet our requirements. We can specify the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time, including excess liability insurance. Each policy must name us, any affiliate we designate, and, if we finance your purchase equipment, our lender, as additional insured, contain a waiver of all subrogation rights against us, our affiliates, and any successors and assigns, be primary and non-contributory with respect to any insurance or self-insurance programs maintained or available to us, and provide for thirty (30) days' prior written notice to us of any material modifications, cancellation, or expiration of such policies. If you do not have an existing policy that meets our requirements and to which you are able to add us as additional named insured (such as if you are opening a standalone location), we currently require that you purchase insurance, and our minimum requirements as of the date of this Disclosure Document include the following: (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of One Million Dollars ($1,000,000); (b) Property/Business Interruption Insurance written on an Actual Loss Sustained Form at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises (collectively, "Tenant's Property") and any Alterations performed by or for the benefit of Tenant, with business income and extra expense coverage for up to twenty four (24) months and no dollar limitation; (c) Workers' Compensation Insurance in amounts required by Law; (d) Employers Liability Coverage of at least One Million Dollars ($1,000,000) per occurrence; (e) if Tenant uses a motor vehicle in connection with its business operation at the Premises, Comprehensive Automobile Liability Insurance providing, on an occurrence basis, a combined single limit of One Million Dollars ($1,000,000) against bodily injury and property damage arising out of the use by or on behalf of Tenant, its agents and employees of any owned, non-owned or hired motor vehicles; (f) Products and Complete Operations Coverage with an annual aggregate limit of Two Million Dollars ($2,000,000); (g) Personal and Advertising Injury Coverage providing, on an occurrence basis, a combined single limit of Two Million Dollars ($2,000,000); (h) Medical Expense Coverage providing, on an occurrence basis, a combined single limit of Ten Thousand Dollars ($10,000); and (i) such other insurance or coverages as Landlord reasonably requires. These insurance limits may be satisfied by any combination of excess or umbrella policies.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section or Exhibit in Franchise Agreement	Section or Exhibit in Multi-Unit Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 3, and Exhibits A and H of Franchise Agreement	Sections 3.B.3 and 3.B.4	Items 1, 7, 8, 11 and 12
b. Pre-opening purchases	Sections 3, 6, 9 and 10.01 of Franchise Agreement	Not Applicable	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 3, 4, 9 and 10.01 of Franchise Agreement	Not Applicable	Items 1, 6, 7, 8 and 11
d. Initial and ongoing training	Section 4 of Franchise Agreement	Not Applicable	Item 11
e. Opening	Sections 2.01, 4, 10.01 and 14.02 of Franchise Agreement	Sections 1.B, 3.A, 3.B, and Rider	Item 11
f. Fees	Sections 4.01, 4.03, 6, 9.02, 9.04, 10.02, 10.04, 11.02, 12, 13.02 and 15.01 and Exhibit A of Franchise Agreement	Sections 2, 6.B, and Rider	Items 5, 6, 7 and 11
g. Compliance with standards and policies/Operations Manual	Sections 4, 5 and 9 of Franchise Agreement	Not Applicable	Items 1, 8, 11, 12, 13 and 16
h. Trademarks and proprietary information	Sections 5, 7 and 16.02 of Franchise Agreement	Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	Sections 7 and 9 of Franchise Agreement	Not Applicable	Item 16
j. Warranty and customer service requirements	Section 9 of Franchise Agreement	Not Applicable	Item 11 and 12
k. Territorial development and sales quotas	Section 2 and Exhibit A of Franchise Agreement	Sections 1, 3 and Rider	Items 1 and 12
l. Ongoing product/service purchases	Section 9 of Franchise Agreement	Not Applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Section 9 of Franchise Agreement	Not Applicable	Items 8 and 11

n. Insurance	Section 9.05 of Franchise Agreement	Not Applicable	Item 8
o. Advertising	Sections 10 and 11.02 of Franchise Agreement	Not Applicable	Items 5, 6, 7 and 11
p. Indemnification	Sections 5.05 and 17.02 of Franchise Agreement	Not Applicable	Item 6
q. Owner's participation/ management/staffing	Sections 8 and 13 of Franchise Agreement	Not Applicable	Item 15
r. Records/reports	Section 11 of Franchise Agreement	Not Applicable	Item 6
s. Inspections/audits	Section 9 and 12 of Franchise Agreement	Not Applicable	Item 6
t. Transfer	Section 13 of Franchise Agreement	Section 7	Items 6 and 17
u. Renewal	Section 15 of Franchise Agreement	Not Applicable	Items 6 and 17
v. Post termination obligations	Sections 7 and 16 of Franchise Agreement	Section 6	Item 17
w. Non-competition covenants	Section 7 of Franchise Agreement	Section 9	Items 15 and 17
x. Dispute resolution	Section 18 of Franchise Agreement	Section 9	Item 17
y. Personal Guaranty	Section 8.02 and Exhibit C of Franchise Agreement	Exhibit A	Items 1 and 15

ITEM 10. FINANCING

Except as described below, we do not offer, either directly or indirectly, any financing to you. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of the financing. Neither we nor any affiliate receives payment or other consideration for the placing of financing. We do not guarantee your notes, leases or other obligations.

Our parent, GSS, may agree, if you qualify under its then-current lending qualification criteria, to finance your purchase of the game show studio equipment package that you are required to purchase from us. The amount financed will vary based on the cost of your game show equipment package, but it will not exceed $130,000. This financing does not include the installation fee of $7,500 to $10,000 we charge for installing the game show studio equipment in your studio room.

If approved, you will sign GSS's form of an installment secured promissory note (the "Promissory Note"), which is attached to this Disclosure Document as Exhibit L. The Promissory Note is payable in equal monthly payments of principal and interest over its term of 36 months. If all payments are made on time, the Promissory Note bears interest at a fixed annual rate that will range from 10% to 15%, as determined by GSS based on your creditworthiness and other underwriting factors, including factors relating to your Game Show Studio Business, such as location, size, and in the case of a store-within-a-store model, the concept(s) with which your Game Show Studio Business is paired. If any monthly installment remains unpaid for ten (10) days after its due date, a late payment service charge equal to five percent (5.0%) of the overdue monthly installment will be immediately due and payable and will be added to the principal balance of the Promissory Note. Interest begins to accrue upon execution of the Promissory Note. No down payment is required. Your first monthly installment payment will be due no later than the tenth (10th) day of the first full calendar month following the date your Game Show Studio Business opens for business, and subsequent monthly installment payments will be due no later than the tenth (10th) day of each month thereafter.

In addition to the interest payable under the Promissory Note, during the term of the Promissory Note you must also pay GSS a financing premium equal to a percentage of monthly Gross Revenue, which will not exceed 5%. This financing premium is due and payable each month on the same date as the monthly Royalty Fee for the preceding month, and is in addition to the monthly Royalty Fee, the monthly installments of principal and interest and any other amounts due under the Franchise Agreement.

The Promissory Note will be secured by a security interest in the game show studio equipment package. The owners of the Franchisee must personally guarantee the Promissory Note if you are a corporation or other entity. You and each personal guarantor waive presentment for payment, protest rights, and notice of failure to make payment.

GSS may require you to sign an authorization permitting GSS to initiate electronic drafts from your deposit accounts for each installment payment and any other amounts due under the Promissory Note. If any required installment payment is not made when due, GSS may, at its option, accelerate the Promissory Note and demand immediate payment of the entire outstanding balance. In addition, if you transfer your interest in the Franchise Agreement or in your Game Show Studio Business prior to paying the Promissory Note in full, or if you commit an uncured default under the Franchise Agreement or other agreement with us or our affiliates, the entire unpaid balance of principal and interest under the Promissory Note will become immediately due and payable. In addition, GSS may exercise all rights and remedies available under the Promissory Note, the security agreement you will be required to sign, and applicable law, including taking possession of the collateral and disposing of it in accordance with applicable law. You must reimburse GSS for all costs and expenses incurred in enforcing the Promissory Note and security agreement, including reasonable attorneys' fees, court costs, and expenses of collection, repossession, storage, transportation, repair, and sale, and those amounts may be added to the principal balance of the Promissory Note. Failure to pay amounts due under the Promissory Note is a default under the Franchise Agreement and grounds for termination of the franchise. You may prepay the Promissory Note at any time without penalty.

It is not GSS's current practice or intent to sell, assign, or discount any promissory note or other financing instrument that franchisees execute; however, GSS reserves the right to do so in the future, and GSS may pledge its interest in financing instruments to third parties to secure its obligations. If GSS provides financing under the Promissory Note, you must list GSS and any designated party, including a third-party lender of GSS, as an additional insured and/or loss payee on your insurance policies, as required by GSS.

Participation in GSS's financing program is optional and is subject to GSS's credit approval and underwriting requirements; GSS may change its underwriting criteria and the terms on which it offers financing from time to time.

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

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

Our Pre-Opening Obligations

Under the Franchise Agreement: Before you open your Game Show Studio Business, we will:

(a) Provide you with our specifications for required equipment and supplies. (Sections 3.07 and 9 of the Franchise Agreement);

(b) Provide you a list of our then-current designated or approved suppliers, and with a list of required equipment and supplies necessary for the opening of your Game Show Studio Business. (Sections 3.07 and 9 of the Franchise Agreement);

(c) Provide you with a set of standard specifications for a prototype Game Show Studio Business, which will include requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings and color scheme. We must approve any and all changes or revisions to these plans and specifications. (Section 3.04 of the Franchise Agreement);

(d) Grant access to one copy of our Operations Manual, which may consist of a number of individual manuals. (Section 4.04 of the Franchise Agreement). The table of contents of the Operations Manual is attached to this Disclosure Document as Exhibit E;

(e) Provide you a first phase of an initial training program to your Operating Principal and your General Manager, if applicable. However, you will be responsible for all compensation and expenses (including travel, meals and lodging) incurred in connection with any training programs. This training is described in detail later in this Item 11. (Section 4.01 of the Franchise Agreement);

(f) Provide you a second phase of an initial training program consisting of one-time on-site training of live game show hosts, along with additional initial training of the Operating Principal and General Manager (if applicable), and other pre-opening and opening assistance that we deem appropriate, at the location of your Game Show Studio Business. (Section 4.01 of the Franchise Agreement);

(g) License to you, or arrange for you to license, our required, proprietary software. (Section 9.04 of the Franchise Agreement);

(h) Launch your Game Show Studio location website (or, at our sole discretion, work with you on a co-branded website if you are opening a store-within-a-store Game Show Studio Business) and email accounts, and provide access to, or arrange for you to have access to, our required software and applications. (Section 3.07 of the Franchise Agreement); and

(i) Provide you with digital portal containing marketing items, materials such as brochures, flyers, and business cards. (Section 3.07 of the Franchise Agreement). We reserve the right to modify the specific services/products provided and quantities, at our discretion.

Under the Multi-Unit Development Agreement: Before you open the Game Show Studio Business, we will:

(a) Approve or deny your proposed site for each of your Game Show Studio Business.

(Section 3.B.3 of the Multi-Unit Development Agreement); and

(b) Provide you with site approval criteria. (Section 3.B.3 of the Multi-Unit Development Agreement).

Continuing Obligations

Provided that you are not in default under the Franchise Agreement, during the operation of the Game Show Studio Business, we will:

(a) Provide periodic guidance to you, as we deem appropriate, with regard to the operation of your Game Show Studio Business, including improvements and changes to our System. (Section 4.03 of the Franchise Agreement); although we do not generally provide assistance in establishing prices at which you may provide products and services in your Game Show Studio Business, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law;

(b) Modify the Operations Manual, as we deem appropriate, to reflect changes in standards, specifications and operating procedures. (Section 4.04 of the Franchise Agreement);

(c) Issue, as we deem appropriate, specifications, standards, methods and operating procedures for Game Show Studio Businesses. (Section 9 of the Franchise Agreement);

(d) If available, sell (or cause our affiliates that are designated or approved suppliers, as applicable, to sell) to you products and supplies we or our affiliates provide as described in Item 8. (Section 9.02 and 9.03 of the Franchise Agreement);

(e) Administer the Brand Fund for the development of advertising, marketing, promotional materials, and related programs and materials, as stated in the Franchise Agreement and as described below in this Item 11. (Section 10.02 of the Franchise Agreement);

(f) As requested, or as we deem appropriate, provide periodic and ongoing training programs for your Operating Principal (described in Item 15) and your other personnel, as we deem appropriate. This training is described in detail later in this Item 11. (Section 4 of the Franchise Agreement); and

(g) Provide such additional advice, assistance and guidance as we may agree, at your sole cost and expense. (Section 4.03 of the Franchise Agreement).

As the Multi-Unit Development Agreement is limited to the development of Game Show Studio Businesses, the Multi-Unit Development Agreement does not require us to provide any other assistance or services during the operation of your Game Show Studio Business.

Site Selection

Under the Franchise Agreement

Before you sign your Franchise Agreement, we will determine a Protected Territory (as described in Item 12) for your franchise. You select the site for your Game Show Studio Business, subject to our acceptance.

We must review and approve the site you propose, and you must submit to us such information and materials we require and obtain our approval of your site. We generally require your site to be in an urban or suburban class A or B property. Our approval of a site will be based on the information you give us to review, including a site plan. The information should include: (i) square footage; (ii) traffic patterns, flow, and total count; (iii) density and income level of the surrounding population; (iv) building purchase or lease costs; (v) zoning patterns; (vi) surrounding entertainment, recreational, and tourist facilities; (vii) terms of the lease, if any; (viii) the distance from competitive businesses, including other Game Show Studio Businesses or businesses providing game show (or similar) experiences; (ix) nearby retail, dining, and entertainment establishments; and (x) other factors having a substantial bearing on the proposed site. We will generally tell you within 30 days whether or not we approve your proposed site. If we do not accept a site you propose, you may select another site, subject to our acceptance. You may not develop or open a Game Show Studio Business at a site that we have not approved. We will be deemed to have rejected a proposed location unless we have expressly accepted it in writing. We must approve of the lease for the premises of your Game Show Studio Business before you sign it. The lease must contain the terms and provisions that are reasonably acceptable to us, and you and the landlord must execute the standard form of lease addendum (attached as Exhibit I to the Franchise Agreement). Following our approval of the proposed lease, you must send us the fully signed lease, together with the signed lease addendum for the premises. If you and we cannot agree on a site for your Pedal Pub Business, we have the ability to terminate the Franchise Agreement, in which case you will forfeit your initial franchisee fee. Your Game Show Studio Business may not be relocated without first obtaining our written consent.

If you will open a store-within-a-store Game Show Studio Business, we estimate that the typical length of time between the signing of the Franchise Agreement to the date you open will be approximately 8 to 10 weeks, and you must open no later than your Required Opening Date, which is 120 days after execution of the Franchise Agreement. Factors affecting this time period include the time involved in (i) arranging financing, (ii) complying with local ordinances, licensing requirements, and state certifications, (iii) completing the required initial training, (iv) ordering, receiving and installing equipment, inventory, materials, and supplies, and (v) obtaining required insurance. If you are developing a standalone Game Show Studio Business (or a store-within-a-store located in a business that is not yet open), we estimate that the typical length of time between signing the Franchise Agreement and the date you open will be approximately four to five months, and your Required Opening Date is 180 days after execution of the Franchise Agreement. Factors affecting this time period include the time involved in (i) obtaining and preparing a satisfactory site, (ii) arranging financing, (iii) complying with local ordinances, licensing requirements, and state certifications, (iv) completing the required initial training, (v) ordering, receiving and installing equipment, inventory, materials, and supplies, and (vi) obtaining required insurance. As further described in Item 5, if you request to extend your Required Opening Date by 60 days, and we approve your request, you will pay us an extension fee of $1,500 and your new Required Opening Date will reflect the 60-day extension.

Under the Multi-Unit Development Agreement

For each proposed site for a Game Show Studio Business to be developed under the Multi-Unit Development Agreement, you must also obtain approval of your site as outlined above. If you sign a Multi-Unit Development Agreement, you must sign individual Franchise Agreements (which may differ from the form of Franchise Agreement attached to this Disclosure Document), find a site that meets our approval under our then-current site approval criteria, and begin operating your Game Show Studio Business under each of those agreements within the time provided for in the Development Schedule. You and we will agree on a timeline for opening your Game Show Studio Businesses, which will be set forth in the Multi-Unit Development Agreement that you will sign at the same time you sign your first Franchise Agreement. Under the timeline, you generally will be required to open your first Game Show Studio Business within: (i) 120 days after execution of the Multi-Unit Development Agreement, if you are developing a store-within-a-store Game Show Studio Business, or (ii) 180 days after execution of the Multi-Unit Development Agreement, if you are developing a standalone Game Show Studio Business. You typically will then be required to open for business each subsequent Game Show Studio Business every 6 to 12 months after your initial Required Opening Date until you have met your total Game Show Studio Business openings commitment.

Under the Franchise Agreement and Multi-Unit Development Agreement, we will be deemed to have disapproved a proposed location unless we have expressly approved it in writing. Under the Franchise Agreement and Multi-Unit Development Agreement, our approval (or failure to disapprove) of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for a franchised Game Show Studio Business and we are not responsible for your results in operating at any particular site that we may have recommended, reviewed, or approved. Approval by us of the site indicates only that the site meets the minimum requirements for a franchised Game Show Studio Business. We are not responsible if a site that we approve for a franchised Game Show Studio Business fails to meet your expectations.

Our Advertising and Marketing

We have established a System advertising and marketing fund (the "**Brand Fund**"). You are required to pay us a monthly Brand Contribution equal to 2% of monthly Gross Revenues, subject to a monthly maximum of $1,000. We (or our designee, which might be a corporate subsidiary or affiliate or an advertising agency or consulting firm) maintain and administer the Brand Fund as follows:

(a) We (or our designee) direct all advertising and marketing programs, with the sole right to decide the concepts, materials, and media used in these programs and the placement and allocation of the programs, and retain sole discretion over the operation and advertising and marketing decisions of the Brand Fund. We may use the Brand Fund to advertise locally, regionally, nationally, or internationally in print materials, on radio or television, on the internet, and through social media channels, according to our sole discretion. The Brand Fund is for brand development initiatives and programs intended to maximize general public recognition, acceptance, and use of the System. Neither we nor our designee are obligated to make expenditures for you that are equivalent or proportionate to your contribution, or to make sure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund, or to spend any amounts in any particular geographic area. Neither Corporate Game Show Studio Businesses nor our current licensees are required to contribute to the Brand Fund. We may use outside advisors and agencies for advertising, marketing, public relations, website and social media programs (and other successor technology platforms), and/or offset administrative costs of managing the Brand Fund, including the cost of accounting expenses and the actual costs of salaries and fringe benefits paid to our employees or agents engaged in administration of, and execution of activities related to, the Brand Fund. Brand Fund contributions may be used to pay all advisor and agency fees.

(b) The Brand Fund and all contributions to and earnings from the Brand Fund are used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image and, in our sole discretion, promote general public awareness of and favorable support for the System. This includes the costs of preparing and conducting media marketing campaigns and system advertising, marketing and sales programs and campaigns; consumer research and marketing surveys designed to assist in maintaining high quality standards; public relations activities; trade show participation (including travel and expenses for our staff); the development and operation of a national and regional accounts program; on-line directory listings; developing and maintaining our Website, any mobile applications, and other internet marketing, as well as social media and other digital applications (and other successor technology platforms); sponsorship of organizations and events; purchasing promotional items and advertising materials; out-of- pocket expenses (including printing, postage, shipping, telephone and photocopying); our allocable overhead and administrative costs (including compensation and expenses of employees relating to the Brand Fund); providing promotional and other marketing materials and services to Game Show Studio Businesses operated under the System, and monitoring the adherence to customer relations standards by franchisees. We do not spend any money from the Brand Fund for advertising that is primarily a solicitation of franchise sales except for the portion, if any, of our website specifically relating to soliciting franchisees.

(c) We or our designee maintain separate bookkeeping accounts for the Brand Fund. We have the right to charge the Brand Fund for the reasonable administrative costs and overhead that we incur in activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for you and the System (for example, salaries, costs of our personnel for creating and implementing, and associated overhead related to, advertising, merchandising, promotional and marketing programs). We have no fiduciary obligation to you for administering the Brand Fund. We may incorporate the Brand Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described in this paragraph. We may use collection agents and institute legal proceedings to collect the Advertising Fund contributions at the Brand Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

(d) We may occasionally make available to franchisees marketing plans and promotional materials produced from contributions to the Brand Fund. Additionally, we may sell these items to franchisees in the System at a reasonable price**,** and any proceeds from any those sales will be contributed to the Brand Fund.

(e) The Brand Fund may spend in any calendar year more or less than the total Brand Fund contributions in that year, borrow from us or others to cover deficits (which borrowing will include the payment of interest) or invest any surplus for future use. In the event that the Brand Fund borrows funds from us or our affiliates to cover its deficits, we generally will charge interest at the then-standard prime lending rate, over a term reasonably established in order to minimize costs to the Brand Fund. We will use interest earned on Brand Fund contributions to pay costs before spending the Brand Fund's other assets. We anticipate all of our franchisees will contribute to the Brand Fund, although there is no prohibition against us charging higher or lower rates for future franchisees. We may at any time defer or reduce a franchise owner's Brand Fund contributions and, upon written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either spend all monies in the Brand Fund for advertising or promotional purposes, or distribute all unspent monies to franchise owners, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period.

(f) We will not make the financial statements of the Brand Fund available for review by franchisees. We are not required to have the Brand Fund audited.

As we only established the Brand Fund as of the date of this Disclosure Document, we did not make any expenditures from the Brand Fund in our fiscal year ended December 31, 2025.

Your Local Advertising

You must spend a minimum of $4,000 per month, or 10% of monthly Gross Revenues, whichever is greater, on local advertising (e.g., marketing, promotions, publicity, social media) with arm's length parties ("**Minimum Local Advertising Obligation**"). As of the date of this Disclosure Document, we require that at least $3,000 of your Minimum Local Advertising Obligation be paid to us to spend on local paid digital advertising costs on your behalf. We have the right to require that you provide us with proof that these funds were spent. Corporate Game Show Studio Businesses are not required to spend any minimum percentage of their Gross Revenues on local advertising, but as of the date of this Disclosure Document do abide by the Minimum Local Advertising Obligation.

We have the right to establish local and/or regional advertising cooperatives for Game Show Studio Businesses, covering such geographical areas as we may designate at any time and from time to time. With respect to any advertising cooperative we establish and which we designate for your Game Show Studio Business, you must participate in such advertising cooperative and its programs and abide by its by-laws. You must contribute such amounts to the advertising cooperative(s) as they determine at any time and from time to time in accordance with their by-laws. Any Corporate Game Show Studio Business located in such designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such local and regional advertising cooperatives will be credited toward your Minimum Local Advertising Obligation, with the exception of certain special regional promotions we may designate from time to time. As of the date of this Disclosure Document, we have not established any local or regional advertising cooperatives. If we establish an advertising cooperative, its by-laws will be available for your review.

You will determine the amount of funds you spend for individual local market advertising, subject to the Minimum Local Advertising Obligation. Local advertising expenditures must comply with our requirements in order to count toward the Minimum Local Advertising Obligation. Local advertising includes amounts paid for paid digital advertising, public relations, social media advertisements, email campaigns, and may also include promotional materials purchased from us or our designated provider (Section 10 of the Franchise Agreement). Local advertising does not include incentive programs, including, without limitation, costs of honoring coupons and expenses and costs incurred in honoring sales promotions. If you do not spend at least the Minimum Local Advertising Obligation in a given annual year on local advertising, you must pay us the difference between the applicable Minimum Local Advertising Obligation and the amount that you actually spent on local advertising.

Certain criteria will apply to any local advertising and promotion that you conduct. All of your local advertising and promotion must be dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. We may update these requirements from time to time via in writing or in our Operations Manual. You must follow the procedures provided in the Operations Manual with respect to all advertising and promotional requirements. You may not use any advertising or promotional plans that we have not approved in writing. Your prices for products and services at your Game Show Studio Business must also be approved by us, which may be established based on your region, market or other factors. We will have 10 days after submission to us to review your proposed advertising and promotional plans and materials and/or prices. Unless we provide our specific approval in writing of your proposed advertising and promotional plans and materials, and prices, they are deemed not approved. Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our approval before you may use it. We also reserve the right to require you to discontinue the use of any previously approved advertising, sales, or marketing materials. Any materials you request us to create or submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials. At our request, you must include certain language in your local advertising materials, such as "Franchises Available" and our Website address, telephone number, social media icons, and addresses.

You must participate in any other promotional and advertising programs that we establish. You must participate in all gift certificate, gift card, loyalty, and rewards programs sponsored at any time by us. There are currently no expected costs to you associated with the gift card program. You must internally keep an accounting of your gift cards and are responsible for honoring all gift cards. You may advertise and solicit customers within and outside of your Protected Territory (described in Item 12). We, our affiliates, and other franchisees may advertise within your Protected Territory.

Grand Opening Advertising, Marketing, and Promotion

A grand opening advertising, marketing, and promotion program must be conducted prior to the opening of your Game Show Studio Business. In addition to paying us pre-opening Managed Marketing Fees (see Items 5 and 7), you will be required to pay us $7,000 to $11,000 to spend on your behalf on grand opening local advertising. You also will be required to pay designated vendors $6,000 to $10,000 to conduct public relations and influencer campaigns. Within these ranges, the amounts you will be required to spend will depend on the size of your market, competition in your market, and similar factors. You typically need to make these payments approximately 90 days prior to your scheduled opening. We will use 100% of the funds you pay to us to conduct grand opening local advertising on your behalf. This fee is nonrefundable and is not credited against any other obligation you have to us. Generally, the grand opening advertising plan will be conducted in the 60 days prior to your opening and 30 days after opening. You are encouraged to engage in further marketing and promotional activities in connection with the grand opening of your Game Show Studio Business to ensure a successful opening, although you are not required to do so.

Websites

Websites are considered "advertising" under the Franchise Agreement and are subject to our review and prior written approval before they may be used and before any content may be added or updated. To simplify the language in this Disclosure Document, "**Website**" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes Internet and world wide web home pages, social media accounts, and mobile apps. We maintain a website related to the System at www.gameshowstudio.com and we also have the right to designate a successor Website. You may not establish a Website that uses the Marks, nor may you offer, promote, or sell any services, or other products or services through a Website without our prior written approval. As a condition to granting any such consent, we will have the right to establish any requirement that we deem appropriate. Without our prior written consent, you are not permitted to use the Marks in any fashion on any social media and/or networking Websites, including, but not limited to, Facebook, Instagram, TikTok, LinkedIn and Twitter, nor through any email, texting, or similar campaigns.

Email

We will provide two email addresses ("**Email Addresses**") to you as part of the Technology Fee, and you are required to use the Email Addresses solely for communications related to your Game Show Studio Business. You will only use the Email Addresses in accordance with terms of your Franchise Agreement and the Operations Manual, as well as any guidelines, directives or specifications issued by us.

Advisory Councils

We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Game Show Studio Businesses, advertising conducted by the Brand Fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity and will not have decision making authority. An advisory council will be comprised of our representatives and franchisee representatives. At our discretion, the franchisee representatives may be chosen by us or elected by other franchisees in the System. We will have the right to form, change, merge or dissolve any advisory council. As of the date of this Disclosure Document, we have not formed a System advisory council.

Computer Hardware and Software

Before opening your Game Show Studio Business, you will need to acquire (by purchase, lease or license) the computer system and required software that we specify (Section 9.04 of the Franchise Agreement). The term "**computer system**" and "**required software**" refers to hardware (monitor, keyboard, computer, mouse, laptops, and tablets), software for the management and operation of your Game Show Studio Business and for reporting and sharing information with us, point of sale systems, credit and debit card processing and non-cash payment systems, communication systems (including routers, modems, cables, etc.), and external back-up for your computer and systems. We may change our specifications for the computer system and required software. We may require you to update or replace certain hardware and software as our System evolves or changes. You must use the computer system for your records management, back-office reporting and emails, and for operating your business operations software and our proprietary software. The types of data to be generated or stored in the computer system include sales, labor, product and sales mix, employee information and statistics, post sales tax, refunds and credits, and customer information. We will have independent, unlimited access to the information and data generated by the computer system via the Internet or otherwise. There are no contractual limitations on our right to access this information and data.

Our specific requirements for the computer system and required software, and the designation of any approved supplier for the computer system and required software, are included in the Operations Manual. You will be solely responsible for the acquisition, operation, maintenance, and upgrading of the computer system, and all associated costs.

Minimally, we recommend the following hardware and software specifications:

- DOS or Mac compatible – High Speed Broadband Internet Access Modem
- Windows Operating System® or Mac Operating System (Most current version available)
- Compatible printer

Franchisees, especially those opening a store-within-a-store, may choose to use their existing computer equipment so long as it meets our current requirements. If, however, a new computer system is purchased, the expected cost to purchase a system which meets the requirements would be between $1,000 and $2,000 depending on the franchisee's choices regarding performance and features of the computer, payable to any normal and reasonable computer seller. We may require you to purchase additional equipment depending on the size, configuration or other site-specific circumstances of your Game Show Studio Business. You must schedule monthly data backups of QuickBooks data. This data may be requested by us on a regular monthly or on-demand basis.

We currently require that you license our designated booking and waiver software, which is included as part of your monthly Technology Fee that you pay to us, which is currently $500 per month. We reserve the right to increase the Technology Fee upon 30 days' notice to you, although it will not exceed $1,000. Your monthly Technology Fee also covers the cost of website management, website hosting, two Game Show Studio email addresses, access to the customer relationship management system, and other technology tools we may require during the term of the Franchise Agreement. You will also pay us a monthly Software License and Innovation Fee. This fee pays for your ongoing rights to use proprietary software we have developed for Game Show Studio Businesses and are also used to plan and implement innovations, including the development of new game content, and associated proprietary software, to keep Game Show Studio Businesses fresh and interesting to encourage return visits by prior customers. The Software License and Innovation Fee is currently $300; we reserve the right to increase it upon 30 days' notice to you, although it will not exceed $1,000.

In addition, you must obtain licenses for certain off-the-shelf software, including QuickBooks, and a digital messaging system. We anticipate the costs for this additional software are $200 per month, and this amount is not included in the Technology Fee.

We may require that you purchase a maintenance contract to service the computer system. The third parties from whom you purchase or lease the computer system have no contractual rights or obligations to provide ongoing maintenance, repairs, upgrades or updates unless you obtain a service contract, or a warranty covers the product. If we designate a vendor for maintenance, repair, upgrade and update services, you must use our designated vendor for these services. We estimate the cost of ongoing maintenance, upgrades and or updates to be $500 or less per year. You must also have a functioning email address and high-speed internet connection so that we can send you notices and otherwise communicate with you by this method.

Other than as provided in this Disclosure Document, there are no limitations on the frequency and cost of your obligation to comply with our requirements related to the computer system and required software. We reserve the right to change our specifications in the future to take advantage of technological advances or to adapt the system to meet operational needs and changes. We may require you to bring any computer hardware and software, required software related peripheral equipment, and/or communications systems into conformity with our then-current standards for new Game Show Studio Businesses, provided that we will not require the adoption of this requirement more than once a year for any franchisee unless unforeseen circumstances make it necessary. We will attempt to keep these changes infrequent and reasonable in cost, but other than set forth herein, there are no limits in the Franchise Agreement regarding either our ability to require you to obtain these changes, or the cost of any changes.

Operations Manuals

Exhibit E to this Disclosure Document is the table of contents of our Operations Manual. As of the date of this Disclosure Document, the total number of pages in our Operations Manual is 92 pages. Our Operations Manual is currently in electronic form and available online on our extranet. In addition, the Operations Manual may consist of computerized documents or software, printed materials, videos, or any other medium we adopt periodically for use and designate as part of the Operations Manual. (Section 4 of the Franchise Agreement).

Training

Approximately 60 days before opening your Game Show Studio Business, your Operating Principal and General Manager, if applicable (described in Item 15) must successfully complete our initial training requirements to our satisfaction. Our initial training program is split into two phases: The first phase, which your Operating Principal and General Manager (if applicable) must successfully complete, consists of approximately two to four days of training, featuring classroom style training at our corporate headquarters, via electronic media, or a combination of these options, in our discretion. Space permitting, we will not charge any fees for additional members of your training group participating in the first phase of initial training. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred by you and your training group in attending any training programs. The second phase of initial training will take place at the site of your Game Show Studio Business once the build-out is completed and we have installed the game show equipment. Your Operating Principal, General Manager (if applicable), and the live game show hosts you have hired must successfully complete to our satisfaction this second phase of training, which will typically take one to two days.

While the first phase of training is included in your Initial Franchise Fee, you must pay us an Initial Training Fee of $10,000 for the second phase of initial training. This fee covers the on-site training by one or more of our representatives and our expenses for our personnel to travel to your market, including transportation costs, accommodations, meals, and other travel expenses. This fee, which typically is due 60 days before your scheduled opening date, is nonrefundable.

The subjects taught in the initial training program are summarized in the following table.

INITIAL TRAINING PROGRAM

Subject	Classroom Training (hours)	Hands-On Training (hours)	Location
Game Show Studio Introduction	1	0	Corporate Office, Existing Franchisee Market, or electronically.
Schedules & Showtimes	1	2	Your Market.
Business Planning and Analysis	1	2 – 4	Corporate Office, Existing Franchisee Market, or electronically.
Customer Experience	1 – 2	1 – 2	In Studio, Existing Franchisee Market, or electronically.
Experience Operations	1 – 3	8 – 12	In Studio, Existing Franchisee Market, electronically, or in Your Market.
Q&A	1- 2	2 – 4	Corporate Office, Existing Franchisee Market, or electronically.
Digital Tools, Social Media and Marketing	1	2 – 4	Corporate Office, Existing Franchisee Market, or electronically.
Partnerships, Networking and Regulatory	1	2 – 4	Corporate Office, Existing Franchisee Market, or electronically.
Studio Maintenance	0	2 – 3	In Your Market or Existing Franchisee Market.
Check In & Experience	0	2 – 3	In Your Market or Existing Franchisee Market.
Total	**8 – 12**	**25 – 41**	Corporate Office, Existing Franchisee Market, electronically, or in Your Market.

As of the date of this Disclosure Document, the initial training program will be administered by Brian Kelly, Executive Director. Brian has 35 years of experience in the entertainment and experiences industry, including more than two years of experience with the GAME SHOW STUDIO brand, assisting with creating our run of shows, game development, host recruiting, training, content creation, and general support. We also may utilize various members of our staff and personnel who have experience operating Game Show Studio Businesses and have at least six months of experience with our System.

The Operations Manuals will be used as instructional materials during the training sessions. We have the right to change the duration and content of our initial training program. We currently do not have any fixed training schedules, such as monthly or bi-monthly classes. We will conduct our initial training program based on need and the number of franchisees to be trained.

Your Operating Principal, General Manager, and/or all other previously trained and experienced managers and live hosts, as we determine, must attend and complete to our satisfaction various training courses that we will present and conduct, periodically. You are responsible for all related travel and living expenses and wages incurred in connection with attending these training sessions. You must also maintain a computer, tablet, or similar device) on which you and your employees can perform those training programs that are available digitally.

You must set up the necessary training programs for your staff related to the GAME SHOW STUDIO brand and operations (other than those individuals required to receive training by us above). Prior to initiating such training program, you must submit it for our review. We will notify you in writing with any changes to or our acceptance or denial of your proposed training program that relates to the GAME SHOW STUDIO brand the System.

If, at any time during your operation of the Game Show Studio Business, you request that we provide additional training or assistance, or we determine that you require additional training or assistance (including, for example, when a new game is introduced), you must make the staff we request available for training, pay our then-current per diem training fee for each trainer, currently ranging from $500 to $1,500 per day, and you must reimburse us for all out of pocket costs and expenses incurred by our trainers associated with the additional training, including lodging, food and travel arrangements of the trainers. Neither you nor your employees will receive any compensation from us for services performed during training. You will bear all other expenses incurred in such training, such as the costs of transportation, lodging, meals, wages, and worker's compensation insurance.

We may periodically conduct a conference, convention, program, or training session. We will determine the duration, curriculum, and location of these. The person holding a controlling interest in your business and your Operating Principal (if different) will be required to attend each annual conference we choose to hold. We may charge a fee for these sessions, which you will be required to pay regardless of attendance, and you must pay all travel and related expenses. Lastly, as a condition of renewing your Franchise Agreement, we may require you to undergo further training.

ITEM 12. TERRITORY

Under a Multi-Unit Development Agreement

If you sign a Multi-Unit Development Agreement, we will describe the development territory in the Rider to that agreement ("**Development Territory**"). The territory will typically be described as a geographic area in which all of your Game Show Studio Businesses must be developed. The factors that we consider in determining these territories include density of population, growth trends of population, apparent degree of affluence of population, the density of residential and business entities, traffic generators, driving time, natural boundaries, location of other Game Show Studio Businesses, the number of Game Show Studio Businesses you wish to develop, and our development plans. As long as you are in compliance with your obligations under the Multi-Unit Development Agreement and all of the Franchise

Agreements between you (and your affiliates) and us, we will not establish or operate, or license anyone other than you to establish or operate, a Game Show Studio Business in the Development Territory, subject to our reserved rights described below in this Item 12. Your rights in the Development Territory will end at the earlier of: (i) the date your Multi-Unit Development Agreement expires or is terminated; and (ii) the date you must sign the Franchise Agreement for your last Game Show Studio Business under the terms of the Development Schedule. If the Development Territory covers more than one city, county, or designated market area, the protection for each particular city, county or designated market area will also expire on the date when we determine the protected territory to be given to you under a franchise agreement for your final Game Show Studio Business to be developed in that city, county, or designated market area. When your rights in your Development Territory have expired under the Multi-Unit Development Agreement, you will still have the rights granted to you in any portion of these territories under an individual franchise agreement.

If you are in full compliance with your Development Agreement and any existing Franchise Agreement you have (or your affiliate has) entered into with us, then we will grant you the right to open the number of Game Show Studio Businesses you agreed to open as part of your Development Schedule within your Development Territory. Your Development Schedule will depend on the number of units you acquire the rights to develop in your Development Agreement; however, generally your Development Schedule will be based on you opening one Game Show Studio Business every 6 to 12 months after the Required Opening Date of your first Game Show Studio Business.

If you sign a Multi-Unit Development Agreement, you must sign individual Franchise Agreements and find sites that meets our approval under our then-current site approval criteria for each Game Show Studio Business you have agreed to develop.

Under a Franchise Agreement

You are permitted to operate your Game Show Studio Business only at an approved site. If the Game Show Studio Business' lease expires or is terminated without your fault, or if the Game Show Studio Business is destroyed, condemned, or otherwise rendered unusable, we may allow you to relocate it to a new site acceptable to us at your sole expense.

Once the site for your Game Show Studio Business has been approved by us and added to the Franchise Agreement as the premises, we will define your "**Protected Territory**." Your Protected Territory will generally consist of an approximately four- to eight-mile radius around the site of your Game Show Studio Business, although this may be less in densely populated areas. The size and shape of your Protected Territory will be based on our current criteria for size, demographics, and topological features. The criteria we use for determining the boundaries of the Protected Territory include shopping areas, destinations, population demographics, density of population, growth trends, degree of affluence of population, density of residential addresses and business entities, traffic generators, driving times, retail mix, and natural boundaries, among others.

The Franchise Agreement grants to you the right to own and operate a Game Show Studio Business from a specific location. Except for Travel Shows, you may not conduct the business of your Game Show Studio Business at or from any site other than the premises designated in your Franchise Agreement. You may not relocate your Game Show Studio Business without our prior written consent. Except for Non-Traditional Sites (as defined below) and our other reserved rights described below, as long as you are in compliance with the Franchise Agreement, we will not operate a Game Show Studio Business or grant to a third party the right to operate a Game Show Studio Business within your Protected Territory. As described more fully below, we also may direct national and regional accounts to other Game Show Studio Businesses outside your Protected Territory, even if those national and regional accounts have a presence in your

Protected Territory.

Under the Franchise Agreement and Multi-Unit Development Agreement

We may have situations where we designate a "**TBD**" (to be determined) search area, protected territory or development territory. If you receive a TBD territory or area, you have the right to look for a site in any area that has not already been given as a protected territory, development territory, or search area to another GAME SHOW STUDIO franchisee or multi-unit developer. However, if you find a proposed site in near proximity to another Game Show Studio Business, even though not in that Game Show Studio Business' protected territory, we may offer the site to the existing franchisee or multi-unit developer before we agree to assign that area to you or grant you the right to develop your Game Show Studio Business at that site.

If you do not name a protected territory or development territory, or if your protected territory or development territory is TBD, you will not have rights in any territory until you name a location or area that is approved by us and we assign your Protected Territory or Development Territory, as applicable. In this case, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Restrictions on Your Soliciting or Accepting Reservations from Consumers Outside Your Protected Territory

You may solicit customers and advertise your Game Show Studio Business anywhere you choose. There are no restrictions on you, any of our other franchisees, or us or our affiliates, to prevent any soliciting or advertising in someone else's franchise territory. Neither we nor any other party is obligated to pay compensation to any other party for soliciting customers from the other franchisee's franchise territory. We may, however, require you to refer all inquiries, leads and potential customers who are located outside of the Protected Territory to us or other franchisees as we direct.

If you choose to offer Travel Shows, and we allow you to do so, you may provide those services outside of your Protected Territory only with our approval, but as of the date of this Disclosure Document, we generally allow you to offer Travel Shows (i) to venues and businesses located within a reasonable distance of your Game Show Studio Business, as long as they are not within the protected territory of another franchisee or the development territory of another multi-unit developer, and (ii) to national and regional accounts under our National Accounts and / or Regional Accounts Program described below that have made a booking through us and whom we have designated to receive services from you, based on our then-current policies in the Operations Manual. You may not ship products within or outside your Protected Territory without our approval. You must also participate in our National Accounts and / or Regional Accounts Program described further below. If Travel Show services you provide to Regional Accounts or National Accounts take place in another franchisee's protected territory or another multi-unit developer's development territory, you will not be required to compensate the other franchisee or multi-unit developer, and likewise, other System franchisees, and we and our Affiliates may provide Travel Show services to Regional Accounts and National Accounts in your Protected Territory or Development Territory without compensating you.

Other than as described in this Disclosure Document, without our prior written consent you have no right to sell products or services through the Internet, smartphone or other digital applications (outside our systems); mail order or catalogs; telemarketing or other direct marketing; or through any other form of distribution channel or method and you will not receive any compensation for our sales through alternative distribution channels. You have no right to use the Marks in connection with any business other than a Game Show Studio Business. We have the right to engage in any other activities not expressly prohibited in the Franchise Agreement.

National and Regional Accounts Program

National and regional accounts are those companies with a national or regional presence that have engaged us (via you, us, or another franchisee) to assist them with employee or client events.

We reserve the right to establish certain customer accounts that have multiple locations across the country or regionally as "National Accounts" or "Regional Accounts," depending on their overall size and number of locations, that may wish to book corporate retreats and team-building activities, parties, events, or other opportunities to provide products and services. If we establish National Accounts or Regional Accounts, we may book such events with Corporate or franchised Game Show Studio Businesses with the nearest territory to the site of the specific event, to the extent such Corporate or franchised location (a) is qualified and has the capacity and capability, in Franchisor's sole judgment, to handle such a referral, and (b) meets our then-current policies in the Operations Manual. The terms and payment for these accounts will be as we establish with the National Account or Regional Account customer, and may be less than your standard pricing for similar customers. If we offer you a National Accounts or Regional Accounts opportunity you must provide products and services to the National Account or Regional Account in or near your Protected Territory, unless we determine (a) you lack the capacity or operational ability to service the account, or (b) there is an account-specific reason for us or another licensee or franchisee to execute the service, in which cases we reserve the right to do so ourselves or designate another franchisee or licensee to do so. If you repeatedly are unable to service National Accounts or Regional Account, we reserve the right: (a) not to offer you any additional opportunities to provide products and services to National Accounts or Regional Accounts in your Protected Territory, (b) to provide all such products and services to National Accounts and Regional Accounts established in your Protected Territory, (c) to designate another franchisee or licensee to do so, without compensation to you, and (d) to require additional training for you so you are able to service National and Regional Accounts. Additional requirements of our National and Regional Accounts Program may be included in our Operations Manual.

Non-Traditional Sites

Under the Franchise Agreement, we and our affiliates reserve the exclusive right to establish and operate, and license to licensees and franchisees the right to establish and operate, Game Show Studio Businesses that are located at what we determine to be non-traditional sites, which include, for example, convention centers, airports, train stations, other transportation facilities, hotels, casinos, colleges and other schools, theme parks, cruises, military bases, and other government offices ("**Non-Traditional Sites**"), regardless of whether they are located in your Protected Territory or, if applicable, your development Territory.

Our Reserved Rights under the Franchise Agreement and Multi-Unit Development Agreement

Under the Franchise Agreement and the Multi-Unit Development Agreement, we and our affiliates have reserved (a) the right to establish and operate, and grant to other franchisees or licensees the right to establish and operate, a Game Show Studio Business or any other business using the Marks, the System or any variation of the Marks and the System, (i) in any location outside the Protected Territory and, if applicable, Development Territory; (ii) at or from game show businesses that we or our affiliates purchase (or as to which we or our affiliates purchase the rights as franchisor) that are part of another franchise system or chain and either continue to operate them independently or convert them to Game Show Studio Businesses, regardless of whether such game show businesses are located within or outside of the Protected Territory and, if applicable, Development Territory; or (iii) at or from any Non-Traditional Site (as defined below), regardless of whether such Non-Traditional Site is located within or outside of the Protected

Territory and, if applicable, Development Territory; (b) the right to establish and operate anywhere other franchises or businesses or outlets selling products and services of any type (including within your Protected Territory and, if applicable, Development Territory) under names and symbols other than the Marks, even if these franchises or businesses or outlets are near your Game Show Studio Business and/or offer similar products and services as your Game Show Studio Business; (c) the right to operate, for ourselves and our affiliates, businesses using the Marks to distribute products or offer services (including through the Internet, worldwide web, smartphone or other digital applications, mail order, catalogs, mobile game show (or Travel Show) programs, or other forms of distribution channels or methods) that may be the same as, similar to, or different from those found in Game Show Studio Businesses, both within and outside your Protected Territory and, if applicable, Development Territory, so long as we do not do so through the operation of a store-within-a-store or standalone Game Show Studio Business; and (d) the exclusive right to sell products identified with the Marks both within and outside your Protected Territory, and, if applicable, Development Territory, through any alternative distribution channel or method (whether at retail or wholesale), including sales through catalogs, e-commerce, smartphone or other digital applications, mail order, kiosks, mass merchandise, supermarkets and club stores, other retailers, and temporary or mobile locations (including Travel Shows), except through the operation of a Game Show Studio Business, even if you sell these products at your Game Show Studio Business. We will not pay you any compensation for soliciting or accepting customers or orders from inside your Protected Territory, or for exercising any of the rights specified above. Regardless of any restriction in this Item 12, we can sell our equity or assets to any third party regardless of whether the third party operates or franchises the operation of businesses in your Protected Territory that are similar to your Game Show Studio Business.

As of the date of this Disclosure Document, neither we nor our affiliates currently operate or franchise, nor plan in the future to operate or franchise, any gameshow concept under marks other than the Marks which may be operated in close proximity to your Game Show Studio Business, but we reserve the right to do so in the future, without first obtaining your consent. We have not established other franchises or company-owned or affiliate-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark, but we reserve the right to do so in the future, without first obtaining your consent.

You have no options, right of first refusal or similar rights to acquire additional franchises or establish additional Game Show Studio Businesses. We have not established any minimum sales quota and do not require any certain level of sales, revenue volume or market penetration in order for you to maintain your Protected Territory. We will not reduce the size of your Protected Territory even if the population in it increases. Likewise, we will not expand the size of your Protected Territory if the population in it decreases. We cannot alter your Protected Territory unless you give us your written consent. Any rights that are not specifically granted to you under the Franchise Agreement are retained by us.

Because we and others may establish and operate Game Show Studio Businesses at Non-Traditional Sites in your Protected Territory and because of the other reserved rights described above, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control.

ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant to you the right to operate a Game Show Studio Business under the names GAME SHOW STUDIO® and THE GAME SHOW STUDIO®, and to use other Marks we authorize you to use. The table below lists the principal Marks that you may use with your franchise.

The Marks are owned by our parent, GSS, and are licensed exclusively to us and our affiliates operating Game Show Studio Businesses. GSS has granted us an exclusive license ("**Trademark License**") to use the Marks to franchise the System in the United States. The Trademark License is for ten years and began on January 1, 2026. It will automatically renew for subsequent ten-year periods provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, GSS has agreed to license the Marks directly to our franchisees until such time as each franchise agreement expires or is otherwise terminated.

GSS has registered the following Marks on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Mark	Registration Number	Registration Date	Register
THE GAMESHOW Studio	7917535	August 26, 2025	Principal
GAME SHOW STUDIO	7646023	January 7, 2025	Principal

We have filed or intend to file all required affidavits and renewals for the principal Marks. There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court; nor is there any pending infringement, opposition or cancellation proceedings, or material litigation, involving the Mark listed above. We do not know of any superior rights or infringing uses that could materially affect your use of the Marks.

You must follow the Franchise Agreement, the Operations Manual and our specifications and directives when you use the Marks. The Marks are the only marks you may use to identify your Game Show Studio Business. You may not use any Marks as part of any corporate, entity, or trade name or as part of any domain name or electronic address you maintain on the Internet, the worldwide web, or any other similar proprietary or common carrier electronic delivery system unless we expressly authorize you to do so in writing. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. Your use of the Marks and any goodwill is to our exclusive benefit, and you retain no rights in the Marks other than a license to use the Marks during the term of the Franchise Agreement. You are not permitted to make any changes of any kind in or to the use of the Marks unless we permit.

You must notify us immediately when you learn about an infringement of or challenge to your use of a Mark. We will take the action we think appropriate. We have the right to exclusively control any litigation, USPTO proceeding, or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark.

You must not directly or indirectly contest our right to the Marks, trade secrets or business techniques that are part of our business. You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks, and bear the cost of any judgment or settlement, if we determine that you have used the Marks in accordance with the Franchise Agreement. However, if we determine that you have not used the Marks in accordance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Marks, you must sign all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action. Unless litigation results from your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement we will also reimburse you for your out-of-pocket costs.

You must modify or discontinue the use of a Mark and you must adopt or use additional or substituted marks, if we instruct you to do so. If this happens, you are responsible for your tangible costs of compliance (e.g., changing signs) and we do not have to reimburse you for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute Mark. You waive any claim against us for changing, modifying or discontinuing a Mark. We may also develop or acquire additional Marks and make them available for your use or require you to use them.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We have no patents or pending patents that are material to the operation of your Game Show Studio Business.

Copyrights

We claim copyright protection covering various materials used in our business and the development and operation of Game Show Studio Businesses, including the Operations Manuals, game show content, advertising and promotional materials, designs, informational brochures and flyers, and similar materials. We have not registered these materials with the United States Copyright Office.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

We may claim copyright protection in certain techniques we create and may patent certain processes and equipment we develop. If we do, we will notify you and, if the copyrights and patents are material to your obligations under the Franchise Agreement, we will authorize you to use them at no additional charge. Any modifications or improvements that you make to the System will be deemed works made for hire which shall be owned exclusively by us. We do not have to compensate you for your modifications or improvements. You must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, methods or techniques. Any and all copyrights, rights, title, and interest in advertising and promotional materials that you develop or prepare (or that are prepared by someone on your behalf) or that bear any Marks will belong to us. You must sign any documents we reasonably deem necessary to evidence our right, title, and interest in and to any advertising and promotional materials. We will have the right to use these materials and to provide them to other franchisees and Brand Funds and programs of the System, without compensation to you, regardless of how the materials were developed. Additionally, we may periodically require that you sign a license agreement for the use of proprietary materials that we provide to you in an electronic format.

Confidential Information

Except for the purpose of operating a Game Show Studio Business under a Franchise Agreement, you may not communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know-how concerning the development and operation of the Game Show Studio Business that may be communicated to you or that you may learn by virtue of your operation of a Game Show Studio Business. Our Operations Manual is confidential information. If any confidential information, knowledge, or know-how constitutes a trade secret under applicable law, these restrictions will continue if the confidential information, knowledge, or know-how is considered a trade secret. You may divulge confidential information only to those of your employees who must have access to it to operate the Game Show Studio Business. You may not use any confidential information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without our prior written approval. You must not, without our prior written consent, input any confidential information into any generative AI platform or disclose any information to any provider or source of generative AI services, and you must opt out of allowing any provider or source of generative AI to utilize confidential information for training of any AI model or for other purposes. Any information, knowledge, know-how, and techniques that we designate as confidential will be deemed "confidential" for purposes of the Franchise Agreement. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain through publication or communication by others having the right to do so.

In addition, we may require your Operating Principal, as well as other owners, managers, and key employees with access to confidential information, to sign confidentiality and non-solicitation agreements. Each of these covenants must provide that the person signing will maintain the confidentiality of information they receive in their employment or affiliation with you or your Game Show Studio Business. These agreements must be in a form that we find satisfactory and must include specific identification of us as a third-party beneficiary with the independent right to enforce the covenants. We have the right to take legal action against you if there has been an unauthorized use of our confidential information or trade secrets through you, your owners, or your employees.

You must promptly notify us of any unauthorized use of our copyrighted materials or any unauthorized use or disclosure of confidential information, including by your owners or employees. You must notify us of any challenge to your right to use, or the ownership of, any copyrighted materials or confidential information. We are not required to protect or defend our copyrights or confidential information although we intend to do so when it is in the best interests of the System. We have the exclusive right to control any copyright litigation or litigation related to our confidential information. We have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. While we are not required to participate in your defense or to indemnify you for damages or expenses you incur if you are a party to any administrative or judicial proceeding involving our confidential information or other information in which we claim common law rights and copyright protection, we may reimburse you for your liability and reasonable costs in connection with defending our confidential information and other information in which we claim common law rights and copyright protection.

We will have the right at any time, on notice to you, to make additions to, deletions from, and changes in any item in which we claim common law copyright or registered copyright protection including the Operations Manual. You must adopt and use all additions, deletions, and changes as we direct, at your expense.

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

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate an Operating Principal as defined in Item 1. This Operating Principal shall be an individual approved by us who must: (a) own and control, or have the right to own and control, subject to conditions reasonably acceptable to us, not less than twenty percent (20%) of your equity and voting rights; (b) have the authority to bind you regarding all operational decisions with respect to your Game Show Studio Business; and (c) have completed our training program to our satisfaction. This person must also maintain the certifications for the operation of your Game Show Studio Business that we require. If your Operating Principal cannot continue or no longer qualifies to serve as the Operating Principal, you must designate a new Operating Principal within 30 days, and the new Operating Principal must complete our initial training program to our satisfaction. If you are an individual, you will be designated as the Operating Principal.

Your Operating Principal must exert best efforts to develop, manage, and operate your Game Show Studio Business. Unless a separate General Manager is designated as described below, your Operating Principal must (a) devote full-time to the day-to-day management and supervision of your Game Show Studio Business; and (b) without our written consent, must not engage in any business other than the operation of your Game Show Studio Business.

If your Operating Principal elects not to supervise the management and day-to-day operations of the Business, then at least 60 days before the planned opening of your Game Show Studio Business, you must also designate and retain at all times a "**General Manager**" who meets our qualifications to supervise the day-to-day operation of your Game Show Studio Business. Your General Manager must devote full-time and best efforts to the supervision of your Game Show Studio Business and shall not engage in any other business, including the supervision or management of any additional Game Show Studio Businesses. Each Game Show Studio Business must have a different General Manager. Your General Manager must complete all designated training programs to our satisfaction. You acknowledge that the appointment of a General Manager will not relieve your Operating Principal of his or her supervisory responsibilities for the operation of your Game Show Studio Business. Your Operating Principal will remain fully responsible for your General Manager's performance. If you are a business entity, your General Manager need not own any equity interest in you. Your Operating Principal and General Manager must complete our initial training requirements and all other training we reasonably designate. We also require that your Operating Principal (and the person holding a controlling interest in your business, if different) attend any annual conference we hold.

If a General Manager ceases to be employed by you for any reason, you must replace such General Manager within 30 days, commence training such replacement General Manager on the System and have such replacement General Manager come to our corporate headquarters, training facility or such other location as we designate for additional training and for certification by us, to be granted or withheld in our reasonable discretion. You are responsible for all related travel and living expenses and wages incurred in connection with your replacement General Manager attending these training sessions, as well as our per diem training fee. Until a replacement General Manager that we have approved is in place, your Operating Principal must immediately assume day-to-day operational management and supervision of your Game Show Studio Business on a full-time basis.

As more fully set forth in the Franchise Agreement, you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of confidential information. Such procedures include the use of non-disclosure agreement in the form(s) approved by us with your owners, officers, directors, and key employees, and their respective spouses which will prohibit them from directly or indirectly disclosing our confidential and proprietary information and trade secrets. We also may require those employees who have received our confidential and proprietary information to enter into the same non-disclosure agreement. You and your owners must deliver copies of such agreements to us. At the end of the term of the Franchise Agreement, you must also deliver to us all of our confidential information and Operations Manuals in your possession.

We may require each of your owners holding at least a five percent (5%) equity interest in you, and their spouses, to personally guarantee, on a joint and several basis, your obligations to us under the Franchise Agreement and Multi-Unit Development Agreement. The guarantees will be in the form of the Guaranty Agreement attached as Exhibit C to the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct your Game Show Studio Business as required by the Operations Manual and the Franchise Agreement. You are prohibited from offering for sale, selling, or distributing any other products or services apart from those we specify from time to time. Further, you must offer all goods and services that we designate as required for all franchisees. These required goods and services include items which meet our standards and specifications. We have the right to add additional authorized goods and services that you must offer. There are no limits on our right to make modifications to our approved menu, whether by a change in the Operations Manual or through an amendment to the Franchise Agreement or by another form of written directive.

We may conduct market research to determine consumer trends and salability of new products and services. You must participate in our market research programs by test marketing new products and services in your Game Show Studio Business and providing us with timely reports and other relevant information regarding such market research.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise Agreement or Multi-Unit Development Agreement	Summary
a. Length of the franchise term	Section 2.01 – Franchise Agreement Sections 3.A and 4 and Rider – Multi-Unit Development Agreement	10 years The term of the Multi-Unit Development Agreement depends on the number of franchises to be developed under the Multi-Unit Development Agreement.
b. Renewal or extension of the term	Section 15 – Franchise Agreement	If you meet the requirements, you can renew for a consecutive 5-year term.

	Multi-Unit Development Agreement – Not Applicable	You cannot renew the Multi-Unit Development Agreement.
c. Requirements for franchisee to renew or extend	Section 15 – Franchise Agreement Multi-Unit Development Agreement – Not Applicable	You must provide written notice of intent to renew between 6 and 9 months before the expiration of the Franchise Agreement; you and your owners and affiliates must be in compliance with all terms of the Franchise Agreement and all agreements with us or our affiliates, and must have been in material compliance with those agreements through the term of those agreements; sign the then-current form of Franchise Agreement; maintain control of the premises where the Game Show Studio Business is located; maintain licenses and permits necessary to operate the Game Show Studio Business; be current in all payments to us, our affiliates, your lenders, landlord, and System vendors and suppliers; attend additional training which we may require; pay a renewal fee; and refurbish the Game Show Studio Business, including upgrading computer systems and required software, if required; sign a general release. Terms and conditions of your new Franchise Agreement may differ materially from any and all of those contained in your previous Franchise Agreement. These terms are subject to state law. You do not have the right to renew or extend the Multi-Unit Development Agreement.
d. Termination by franchisee	Section 14.01 – Franchise Agreement Multi-Unit Development Agreement – Not Applicable	You can terminate only if we fail to cure a default under the Franchise Agreement within 90 days (or 150 days in some instances) after you give us written notice of such default (specifying the requested cure) and intent to terminate. You can terminate the Multi-Unit Development Agreement under any grounds permitted by law.
e. Termination by franchisor without cause	Franchise Agreement and Multi-Unit Development Agreement – Not Applicable	Not applicable.

f. Termination by franchisor with "cause"	Sections 14.02 and 14.03 – Franchise Agreement Section 5 – Multi-Unit Development Agreement	We can terminate only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default. Subject to applicable law, we can terminate the Multi-Unit Development Agreement only if you are in default and, if the default is curable, you have failed to cure the default within the applicable period of time. Certain defaults are not curable. If we elect to terminate the Multi-Unit Development Agreement, termination will generally be effective upon notice to you. The Franchise Agreement and the Multi-Unit Development Agreement contain cross-default provisions.
g. "**Cause**" defined – curable defaults	Section 14.03 – Franchise Agreement Section 5 – Multi-Unit Development Agreement	Failure to comply with our standards and procedures or any term of the Franchise Agreement not covered in (h) below, including: failure to submit required reports; failure to attend our required training programs; failure to comply with any of the terms and conditions of any other agreement entered into by you in connection with your Game Show Studio Business; failure to maintain or provide evidence of required insurance; failure to open your Game Show Studio by the Required Opening Date; and failure to restore the Game Show Studio Business to full operation if it is rendered inoperable by casualty. You have 30 days (or longer if applicable law requires) after we give you written notice to cure the default; except that you will have 10 days to cure default due to nonpayment. Defaults not listed in (h) below are curable and you will have 30 days to cure, except that if the failure to comply is the 3rd failure to comply with any provision of any agreement that you or any of your affiliates have with us or an affiliate of ours within 12 consecutive months, then we need not provide any opportunity to cure.

h. "**Cause**" defined – non-curable defaults	Section 14.02 – Franchise Agreement Section 5 – Multi-Unit Development Agreement	Bankruptcy or insolvency; liquidation; reorganization or dissolution; general assignment for benefit of creditors; failure to pay us or our affiliates or any creditor, supplier or landlord of the Game Show Studio Business any sums due within 10 days after written notification; abandonment or ceasing operation of the Game Show Studio Business for a period of 3 consecutive business days or 5 individual days in any 12 month period without permission; conviction of you or any of your owners of a felony or crime involving moral turpitude; operation of the Game Show Studio Business as a health or safety hazard; making of material misrepresentations or knowingly maintaining false books or records; unauthorized transfer by you or your owners; failure to comply with non-competition and non-solicitation provisions; unauthorized use of or challenge to any Mark or unauthorized use or disclosure of confidential information; failure to comply with any anti-terrorism laws; unauthorized seizures; final judgment remains unsatisfied for more than 30 days; a levy of execution against the license or premises is not discharged within 5 days; failure to comply with any law or regulation, or obtain required permit or license, within 15 days after notice; underreporting of Gross Revenues during any period by more than 5%, or by more than 2% three or more times within any 18 month period; or receipt of 3 default notices within a 12 month period, or 2 default notices within a 12 month period for the same default; your Operating Principal and General Manager (if applicable) fail to complete our initial training program to our satisfaction at least 30 days before scheduled opening date; any other material breach which is not possible to cure. Non-curable defaults: your insolvency; appointment of a receiver of your property; your general assignment for the benefit of creditors; final judgment against you remains unsatisfied of record for 30 days or

		longer; execution is levied against your business or property, or the business or property of any of your affiliates that have entered into Franchise Agreements with us; suit to foreclose any lien or mortgage against premises or equipment is instituted against you and not dismissed within thirty (30) days; you fail to meet your development obligations set forth in the Development Schedule; you or any of your affiliates open any franchised Game Show Studio Business before signing a Franchise Agreement for it; failure to pay us or our affiliates any sums due within 10 days after written notification; you or we have delivered to you or any of your affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.
i. Franchisee's obligations on termination / non- renewal	Sections 7 and 16 – Franchise Agreement Section 6 – Multi-Unit Development Agreement	Obligations include complete ceasing to operate the Game Show Studio Business and holding yourself out as a Game Show Studio Business; at our option assigning to us any contracts for services to be performed post termination or expiration and paying us all amounts you have received for services to be performed after termination or expiration (or to customers as we may direct), and de-identification of the Game Show Studio Business, and return any signage to us if we request; payment of amounts due to us and our affiliates, and to your lenders and System suppliers; stop using our System and confidential information; cancel assumed name registration; transfer telephone and fax numbers, Internet and social media listings and accounts, store leases and governmental licenses and permits; no involvement in competitive business; no solicitation of employees; follow any procedures in the Operations Manual related to discontinuing operations of the Game Show Studio Business, including return to us the Operations Manual and any confidential information; offer us the right to purchase the equipment and other assets used in your Game Show Studio Business; sign such documentation as we require to effectuate the above.

		You lose all remaining rights to develop franchised Game Show Studio Businesses. You also pay as damages $15,000 for each of the first two franchise agreements you failed to sign plus $7,500 for each additional franchise agreement you failed to sign (subject to state law).
j. Assignment of contract by franchisor	Section 13.07 – Franchise Agreement and Section 7.A – Multi-Unit Development Agreement	There are no limits on our rights to assign.
k. "**Transfer**" by franchisee – defined	Sections 1.04(q) and 13 – Franchise Agreement and Section 7.B. – Multi-Unit Development Agreement	Includes direct and indirect transfers and transfers of contract rights, assets or ownership interests, including any equity interest in you if you are an entity.
l. Franchisor approval of transfer by franchisee	Section 13.01 – Franchise Agreement Section 7.B – Multi-Unit Development Agreement	We have the right to approve all transfers but will not unreasonably withhold approval if certain conditions are satisfied. We have the right to approve; you may not transfer only a portion of your rights.
m. Conditions for franchisor approval of transfer	Section 13.02 – Franchise Agreement Section 7.B – Multi-Unit Development Agreement	You and your owners and affiliates must be in compliance with the Franchise Agreement and all other agreements with us or our affiliates, including paying all royalty and other fees or amounts owed to us or our affiliates; transferee must qualify, pay for and complete training and assume obligations under the Franchise Agreement and/or enter into a new franchise agreement and any other agreements we require; the transfer fee must be paid; you and your owners and affiliates must sign a general release and remain liable for all obligations arising prior to transfer effective date; transferee upgrades or refurbishes the Game Show Studio Business; the terms and conditions of transfer must be satisfactory to us; and we decline to exercise our right of first refusal. Subject to state law. You must sign franchise agreements for all remaining franchised Game Show Studio Businesses you are permitted to develop, and you must transfer those agreements to

		the same person or entity to whom you are transferring the Multi-Unit Development Agreement. You must meet any additional conditions we specify in the Operations Manual or otherwise in writing.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13.05 – Franchise Agreement Multi-Unit Development Agreement – Not Applicable	We can match any offer for the transfer of your business or any ownership interest in you and will have 30 days to exercise such right after receiving materially all due diligence we require and a materially complete offer, including the potential buyer's financial information and background.
o. Franchisor's option to purchase franchisee's business	Section 16.03 – Franchise Agreement Multi-Unit Development Agreement – Not Applicable	Upon expiration or termination of the Franchise Agreement, you must offer us the right to purchase assets of the Game Show Studio Business. We may acquire the assets of your Game Show Studio Business by giving you notice within 30 days of termination/expiration. The purchase price of other assets will be the lesser of your cost or fair market value.
p. Death or disability of franchisee	Section 13.04 – Franchise Agreement Section 7.B – Multi-Unit Development Agreement	All rights in the Franchise Agreement or ownership interest must be assigned by estate to an approved buyer meeting conditions for Transfer within a reasonable time period not to exceed 3 months from death or disability. We must approve of the third party to whom the Multi-Unit Development Agreement is

		transferred as a result of death or permanent disability.
q. Non-competition covenants during the term of the franchise	Sections 7.01 and 7.02 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	No direct or indirect ownership or involvement in any competitive business and no solicitation of any employee of ours or our affiliates, regardless of location.
r. Non-competition covenants after the franchise is terminated, expires, or is transferred	Sections 7.01 and 7.02 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	For two years, no involvement in competitive business located in, or within a 25-mile radius of, your Protected Territory or within a 25-mile radius of the protected territory of any Game Show Studio Business and no solicitation of any employee of ours or our affiliates. Competitive business includes any business providing any gameshow or other interactive entertainment activity featuring one or more games, matches, competitions, battles, or the like.
s. Modification of the agreement	Section 19.13 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	Generally, no modification except by written agreement signed by both parties; however, the Operations Manual is subject to change by us.
t. Integration/merger clause	Section 19.13 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	Only the terms of the Franchise Agreement, including the Operations Manual, are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration, negotiation or mediation	Section 18 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	Except for certain claims, disputes must be mediated, and if not settled by mediation, are then subject to arbitration. Subject to state law.
v. Choice of forum	Sections 18.02 and 18.04 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	Litigation must be held in the federal or state court for the district where our principal executive office is located (subject to state law). Mediation and arbitration must occur in the office of the American Arbitration Association closest to our principal executive office. This provision is subject to state law.

w. Choice of law	Section 19.04 – Franchise Agreement and Section 9 – Multi-Unit Development Agreement	Delaware law applies generally, except for federal law and applicable franchise laws of other states. This provision is subject to state law.

NOTES:

Note 1. Termination of your Game Show Studio Business upon your bankruptcy may not be enforceable under federal bankruptcy laws (11 U.S.C.A. Sec. 101 et seq.).

Note 2. Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Exhibit I attached 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 provide prospective franchisees with certain information regarding the historical Gross Sales of franchised and Corporate Game Show Studio Businesses as set forth below. Except for the sole Corporate Game Show Studio that was operated by our affiliate, the Game Show Studio Businesses included in this disclosure operate under license agreements (which have since been assigned to us) with operators of existing business that added game show offerings under the GAME SHOW STUDIO mark to their existing operations or that purchased established standalone Game Show Studio Businesses from our affiliate. For purposes of this disclosure, we consider those outlets to be franchised Game Show Studio Businesses. These outlets offer substantially the same products and services to the public as you will as a franchisee operating a franchised unit.

FACTUAL BACKGROUND

We provide prospective franchisees with certain information regarding actual historical monthly Gross Sales related to the operation of licensees operating game show studio businesses under the "Game Show Studio" name during the 12 months in calendar year 2025. We also provide an actual profit and loss statement for the Corporate Game Show Studio Business in calendar year 2025. On March 30, 2026, our affiliate sold the Corporate Game Show Studio Business to a licensee, but it is characterized as a Corporate Game Show Studio Business in this Item 19 since our affiliate owned and operated it during the entire reporting period. As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, these financial performance disclosures do not include any franchises sold by us as offered in this Disclosure Document, but, for purposes of this Item 19, we consider the outlets that operated under license agreements to be franchises and refer to them as "franchised" Game Show Studio Businesses. Except as described below, the Game Show Studio Businesses reported in this Item 19 offer substantially the same products and services as you will as a franchisee operating a franchised outlet.

We first report a statement of actual historical Gross Sales of Game Show Studio Businesses that were open for at least one full calendar month as of December 31, 2025. The reported figures begin with the month each Game Show Studio Business began collecting revenue in 2025. Included in this summary of actual historical Gross Sales are one Corporate and six franchised Game Show Studio Businesses.

For the sole Corporate Game Show Studio Business, we provide a second statement presenting an actual profit and loss statement for 2025.

The information below about the Corporate Game Show Studio Business is based on revenue and expense reports of our affiliate that operated the studio, which were not audited. The figures for the franchised Game Show Studio Businesses are derived from the online booking platform we generally require franchisees to use, which also were not audited. No certified public accountant has audited these figures or expressed his/her opinion with regard to the content or form.

STATEMENT #1

Historical Gross Sales Information for Each Game Show Studio Business in 2025

This first statement presents a summary of actual historical Gross Sales of the one Corporate and six franchised Game Show Studio Businesses that were open for at least one full calendar month in 2025. The Gross Sales figures are reported for each month, beginning in the month the Game Show Studio Business first collected revenue, through December 31, 2025. We consider a Game Show Studio Business to be in a ramp-up phase, establishing itself in the local market, during the first six months after its grand opening.

The sole Corporate Game Show Studio Business is located in Houston, Texas. Among the six franchised Game Show Studio Businesses, two are in California, two are in Minnesota, one is in Texas, and one is in Missouri. Not included in the figures below are Gross Sales information from two franchised Game Show Studio Businesses that opened in December 2025, since they were not open for a full calendar month as of December 31, 2025. No other locations were excluded from the data presented.

Of the seven Game Show Studio Businesses presented in this statement, five operate the store-within-a-store model of our franchise offering, while two – Franchised Studios #1 and #3 – operate as standalone locations within enclosed shopping malls. The sole Corporate Game Show Studio Business reported below operates two studio rooms. The second studio room is less than half the size of, and has less than half the capacity of, our typical setup, but allows for occasional additional bookings when the main studio room is already reserved. Accordingly, the Corporate Game Show Studio Business may achieve higher Gross Sales than you will operating a single studio room. If you choose to operate a second room similar to that of the Corporate Game Show Studio Business, your startup costs will be higher because you will need to buy more equipment and build out more space. Except that the Corporate Game Show Studio Business includes the second, smaller studio room, the Game Show Studio Businesses reported below offer substantially the same products and services that you will offer as a franchisee operating a franchised outlet.

	Gross Sales[1, 5]						
	Corporate Studio[2] Opened: 9/2023	**Franchised Studio #1[3] Opened: 10/2023**	**Franchised Studio #2 Opened: 3/8/2025**	**Franchised Studio #3[3] Opened: 05/25/2025**	**Franchised Studio #4 Opened: 6/13/2025**	**Franchised Studio #5 Opened: 7/18/2025**	**Franchised Studio #6 Opened: 11/15/2025**
January	$80,389	$56,142					
February	$87,380	$49,979	$20,656[4]	$269[4]			
March	$86,429	$53,454	$63,812[4]	$1,872[4]			
April	$89,049	$32,417	$74,321	$15,627[4]			
May	$80,563	$30,609	$58,628	$15,640[4]	$3,612[4]		
June	$93,201	$28,462	$56,771	$24,091	$23,299[4]	$8,569[4]	
July	$111,289	$24,644	$53,287	$30,337	$52,651	$24,714[4]	
August	$98,978	$31,506	$37,308	$16,292	$50,281	$33,925	
September	$86,158	$30,412	$55,758	$22,489	$36,562	$44,191	
October	$125,385	$39,312	$88,122	$42,818	$53,473	$48,901	$687[4]
November	$72,332	$46,805	$61,415	$38,475	$85,702	$89,245	$15,495[4]
December	$100,868	$39,129	$66,632	$49,232	$53,852	$60,376	$22,763
Total[3]	$1,112,023[2]	$462,871	$636,710	$257,140	$359,433	$309,921	$38,945
Average Monthly Gross Sales[1,4]	$92,669	$38,573	$61,360	$31,962	$55,420	$55,328	$22,763
Median Monthly Gross Sales[1]	$88,215	$35,773	$58,628	$30,337	$53,062	$48,901	$22,763
#/% of Months at or Above Average	5/42%	6/50%	4/44%	3/43%	1/17%	2/40%	1/100%
High Month/ Low Month[5]	$125,385/ $72,332	$56,142/ $24,644	$88,122/ $37,308	$49,232/ $16,292	$85,702/ $36,562	$89,245/ $33,925	$22,763/ $22,763

1 “Gross Sales” as used herein includes all revenue derived from bookings, private experience add-ons, and cancellation protection, but excluding sales tax collected and paid to local authorities, any discounts franchisees chose to offer, and revenues derived from booking fees, catering, private room rentals for events, or BYOB charges (a per-person charge for groups opts to brings in their own beer or wine, which is not allowed in all markets). This is different from the definition of “Gross Revenues” that we use in calculating your Royalty Fee, because in calculating your Royalty Fee, we include revenue from private room rentals and BYOB charges. Fees from private experience add-ons are those paid by customers whose group size is insufficient to sell out a game show experience, but who do not wish to share the studio experience with others. The Gross Sales figures above are reported on a cash basis (reflecting amounts collected during the period) and therefore may not reconcile to Gross Sales figures reported elsewhere in this Item 19, which are reported on an accrual basis. The Gross Sales figures above also do not reflect the costs of space, the costs of labor, other operating expenses, royalties and fees, or other costs or expenses that must be deducted from the Gross Sales figures to obtain net income or profit.

2 The sole Corporate Game Show Studio Business operated two studio rooms. The second studio room is less than half the size of, and has less than half the capacity of, our typical studio room setup, but allows for occasional additional bookings when the primary studio room is already reserved. Accordingly, the Corporate Game Show Studio Business may achieve higher Gross Sales than you will operating a single studio room.

3 Franchised Studio #1 and Franchised Studio #3 were operated as Corporate Game Show Studio Businesses before they were sold to licensees in 2025. Franchised Studio #1 opened in October 2023 and was sold to a licensee in July 2025. Franchised Studio #3 opened in May 2025 and was sold to a licensee in July 2025. Both of these franchised studios operate as standalone locations within enclosed malls.

4 Game Show Studio Businesses accept bookings and collect revenues prior to opening. The total Gross Sales figures reported include all revenue collected in 2025, including revenue collected prior to opening. In calculating the average and median monthly Gross Sales, however, we did not include in the calculations any pre-opening sales or partial calendar months of operations following the grand opening. For example, if a Game Show Studio Business collected funds in connection with pre-opening bookings in March and opened April 15, because its first full calendar month of operations was May, we calculated the average and median monthly Gross Sales by totaling the Gross Sales for May through December and dividing by eight (the number of months from May 1 to December 31). The figures above that are not included in calculating the average and median monthly Gross Sales have grey background. We did not exclude from these calculations any months following the first full calendar month of operations.

5 The “low” range of monthly sales listed is the lowest amount of that Game Show Studio Business’s monthly Gross Sales, beginning in the first full calendar month of operations following its opening. In other words, any months prior to opening and any partial months of operations are excluded from consideration.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

STATEMENT #2

2025 Actual Results of Corporate Game Show Studio Business

This second statement presents actual gross sales, expenses, and income information, including more detailed information about expenditures, for the 12 months ended December 31, 2025, for the Corporate Game Show Studio Business in Houston, Texas. The financial results of the Corporate Game Show Studio Business have been adjusted, as described in the notes to the statement, to omit costs incurred by our affiliate that a franchised Game Show Studio Business will not incur in the normal course, and to add costs that we reasonably expect a franchisee would incur. There were no other Corporate Game Show Studio Businesses in operation for the entirety of calendar year 2025; we do not report information about two former Corporate Game Show Studio Businesses that our affiliate sold to a licensee in July 2025, since our affiliate did not operate them for the entirety of the reporting period.

The Corporate Game Show Studio Business, which began operations in September 2023, is a store-within-a-store model co-located with an escape room business that was also operated by our affiliate. The escape room business began operations in August 2019. The game show studio's customer bookings are tracked separately from those of the escape room, and the gross sales we report below all were derived from operations of the Game Show Studio Business. As further explained in the notes to the table, for certain expenses shared between the Game Show Studio Business and the escape room business, we generally allocated those expenses between the two business' operations proportionately based on the gross sales of each, except we allocated occupancy costs proportionately based on the square footage occupied by each business and we allocated the cost of insurance based on a combination of revenue and square footage.

The Corporate Game Show Studio Business operates two studio rooms. The second studio room is less than half the size of, and has less than half the capacity of, our typical setup and offers fewer game show options, but allows for occasional additional bookings when the main studio room is already reserved. The second studio room is approximately 330 square feet, which is less than half the size of the main studio room. In 2025, the second studio room accounted for 29% of the Corporate Game Show Studio's revenues. Because the Corporate Game Show Studio Business includes the second studio room, it likely achieved higher gross sales than you will operating a single studio room. Except that the Corporate Game Show Studio Business includes the second, limited-capacity studio room, the Game Show Studio Business reported below offers substantially the same products and services that you will offer as a franchisee operating a franchised outlet.

[Remainder of page intentionally left blank.]

2025 Actuals[1]	Corporate Game Show Studio Business (Houston, Texas)
Gross Sales[2]	$1,154,454
Non-Discretionary Expenses[3, 4]	
Cost of Goods Sold[5]	$51,695
Advertising & Marketing	$124,888
Computer & Software	$3,226
General Supplies	$16,548
Insurance[6]	$21,603
Legal & Professional Services[7]	$6,991
Meals & Entertainment	$2,647
Payroll[8]	$383,774
Occupancy Costs[9]	$51,701
Utilities[9]	$8,113
Expenses Applicable to Franchised Locations[10]	
Royalty Fee[11]	$108,775
Brand Contribution[12]	$12,000
Software License and Innovation Fee[13]	$3,600
Technology Fee[13]	$6,000
Managed Marketing Fee[13]	$18,000
Total Expenditures	$819,561
Earnings Before Interest, Taxes, Depreciation & Amortization (EBITDA)[14]	**$334,893**

1. The financial performance figures and expenses above are based on the performance the sole Corporate Game Show Studio Business that was open for all of calendar year 2025. Our affiliate sold this Corporate Game Show Studio Business to a licensee in March 2026. These figures do not include information from two former Corporate Game Show Studio Businesses that our affiliate sold to a licensee in July 2025, since our affiliate did not operate them for the entirety of the reporting period.

2. "Gross Sales" as used herein means the amount of all revenues derived from the operation of the Game Show Studio Business, except that Gross Sales does not include sales tax. This is different than the definition of "Gross Sales" used in Statement #1 of this Item 19, since Gross Sales as used in this Statement #2 includes revenue derived from booking fees, catering, private room rentals, and BYOB offerings. In other words, while we do not collect royalties on revenue derived from booking fees and catering, we have included that revenue in our reported figures above because it reflects actual revenue our Game Show Studio Business collected. The Gross Sales figures in the table above are reported on an accrual basis (reflecting sales recognized during the period, regardless of when collected) and therefore may not reconcile to Gross Sales figures reported on a cash basis in Statement #1 of this Item 19.

3. Your total expenses will depend on a number of factors including, but not limited to, your location and the business decision that you make. The actual expenses for your location may vary considerably from these expenses based on a number of factors, including but not limited

to, your rent, level of staffing, the amount of local marketing expenditures, insurance coverage, discounts you offer, the amount and terms of any financing you secure for your location, the amount and level of additional expenses you incur, and other factors.

4. These expenses are based on actual expenses reported by the Corporate Game Show Studio Business. None of the information reported has been audited. The Corporate Game Show Studio Business is a store-within-a-store co-located with an escape room business that was also operated by our affiliate. Most expenses were shared between the game show studio business and the escape room business, including payroll, utilities, rent and related occupancy costs, bank and administrative fees, insurance, advertising and marketing, and general supplies. As further described in Notes 6 and 9 below, except for insurance and occupancy-related costs, we allocated expenses between the two businesses proportionately based on the gross sales of each business. If you operate a standalone Game Show Studio Business, your results may differ materially from those presented above.

5. Cost of Goods Sold includes bank and administrative fees and supplies and consumables used in producing the game shows.

6. In allocating the cost of insurance between the Game Show Studio Business and the escape room business, we applied a hybrid approach, allocating half of the total cost of insurance based on each business' proportion of total revenue and other half based on each business' share of the space's total square footage.

7. This line item includes licenses and permits.

8. Payroll expenses include salaries, wages, payroll taxes, and payroll processing fees. These figures do not include payroll for our corporate headquarters employees, as that is an expense that would not apply to the operation of a franchised Game Show Studio Business. It does not include a salary for a principal owner, but our figures do include the salary for a general manager, a role that may be filled by the Operating Principal.

9. Occupancy costs include rent, property tax, and repairs and maintenance. We allocated occupancy costs and utilities between the Game Show Studio Business and the co-located escape room business based on the proportion of the total space each business occupies, sharing responsibility for common areas. The total space of the combined businesses is approximately 6,000 square feet. The two studio rooms together comprise approximately 1,080 square feet and the event space is approximately 750 square feet. Including the Game Show Studio Business's share of common areas, approximately 39% of the occupancy costs of the total space were allocated to the Game Show Studio Business. We recommend that store-within-a-store studios have 600 to 1,000 square feet of space and standalone studios have 1,500 to 4,000 square feet. If you operate a standalone Game Show Studio Business, a larger Game Show Studio Business, or pay more for rent and other occupancy costs, this expense could increase significantly.

10. These are expenses you will pay under a Franchise Agreement with us which did not otherwise apply to the Corporate Game Show Studio Business in 2025. Thus, we have calculated what this studio would have paid and included these amounts.

11. The Royalty Fee is an expense you will incur under a Franchise Agreement with us, and which did not apply to the Corporate Game Show Studio Business in 2025. Thus, we calculated and included what the Game Show Studio Business would have paid. The Royalty Fee reported

above reflects 10% of revenue derived from bookings, private experience add-ons, and cancellation protection, but excluding sales tax collected and paid to local authorities. In calculating the Royalty Fee above, we also did not include revenue from booking fees and catering, since those revenue sources are not included in our royalty calculations.

12. You will pay us a Brand Contribution equal to 2% of Gross Sales, subject to a monthly maximum of $1,000. Because the Corporate Game Show Studio Business would have been subject to the monthly maximum each month, we applied a $1,000 per month contribution.

13. Our Software License and Innovation Fee is currently $300 per month. The Technology Fee is currently $500 per month. The Managed Marketing Fee currently ranges from $1,000 to $1,500 per month; for purposes of this statement, we applied costs of $1,500 per month.

14. This statement presents EBITDA (earnings before interest, taxes, depreciation and amortization), not operating income nor net income.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request. Other than the preceding financial performance representation, 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 Jack Slayton, 3212 Rice Street, Saint Paul, MN 55126, (763) 292-3135, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For Years 2023 To 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised[1]	2023	0	0	0
	2024	0	0	0
	2025	0	8	+8
Company-Owned or Affiliate-Owned Outlets	2023	0	2	+2
	2024	2	2	0
	2025	2	1[2]	-1
Total Outlets	**2023**	**0**	**2**	**+2**
	2024	**2**	**2**	**0**
	2025	**2**	**9**	**+7**

1 As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, the table above does not include any franchises sold by us as offered in this Disclosure Document. The table does include, however, outlets that opened under license agreements (which have since been assigned to us) with operators of existing businesses that added game show offerings as a store-within-a-store under the GAME SHOW STUDIO mark or that purchased established standalone Game Show Studio Businesses from our affiliate, which we consider franchisees for purposes of this disclosure.

2 Our affiliate sold this Corporate Game Show Studio Business in March 2026.

Table No. 2

Transfers of Outlets From Franchisees[1] To New Owners (Other Than Franchisor) For Years 2023 to 2025

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total[1]	**2023**	**0**
	2024	**0**
	2025	**0**

1 As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, the table above does not include any franchises sold by us as offered in this Disclosure Document. The table does include, however, outlets that opened under license agreements (which have since been assigned to us) with operators of existing businesses that added game show offerings as a store-within-a-store under the GAME SHOW STUDIO mark or that purchased established standalone Game Show Studio Businesses from our affiliate, which we consider franchisees for purposes of this disclosure.

Table No. 3

Status Of Franchised Outlets[1] For Years 2023 To 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
California	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Georgia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

Missouri	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Texas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total[1]	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**8**	**0**	**0**	**0**	**0**	**8**

1 As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, the table above does not include any franchises sold by us as offered in this Disclosure Document. The table does include, however, outlets that opened under license agreements (which have since been assigned to us) with operators of existing businesses that added game show offerings as a store-within-a-store under the Game Show Studio mark or that purchased established standalone Game Show Studio Businesses from our affiliate, which we consider franchisees for purposes of this disclosure.

Table No. 4

Status of Company-Owned and Affiliate-Owned Outlets For Years 2023 To 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Minnesota	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	1	0	0	2	0
Texas	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1[1]
Total	**2023**	**0**	**2**	**0**	**0**	**0**	**2**
	2024	**2**	**0**	**0**	**0**	**0**	**2**
	2025	**2**	**1**	**0**	**0**	**2**	**1**

1 Our affiliate sold this Corporate Game Show Studio Business in March 2026.

Table No. 5

Projected Sales and Openings[1]

State	Franchise Agreements Signed, Not Yet Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	1	3	0
Colorado	0	1	0
Delaware	1	1	0
Illinois	0	1	0
Kansas	0	1	0
Oklahoma	0	1	0
Texas	0	3	0
Utah	0	1	0
Totals	**2**	**12**	**0**

1 We are looking for franchisees nationwide and cannot know in advance where we might find prospects. Therefore, any projection of this nature is speculative. We will add franchised prospects where we find qualified prospects.

Exhibit G includes a list of our franchisees as of the end of our last fiscal year. Exhibit H includes a list of the franchisees that terminated, canceled, or did not renew their Franchise Agreement in the last fiscal year, otherwise voluntarily or involuntarily ceased to do business under their Franchise Agreement in the last fiscal year, or that have not communicated with us within 10 weeks of application date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are currently no franchise advisory councils and no other trademark-specific franchisee organizations associated with the Game Show Studio System. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

ITEM 21. FINANCIAL STATEMENTS

Attached to this document as Exhibit F are our audited financial statements as of December 31, 2025. We have only been in existence since October 24, 2025. Therefore, we do not yet have any financial statements for any other periods or years. We are also attaching our interim balance sheet as of February 28, 2026. THE INTERIM BALANCE SHEET IS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22. CONTRACTS

The following contracts and related documents are attached to this Disclosure Document:

The Franchise Agreement is attached as Exhibit C to this Disclosure Document. The following additional contracts or agreements are attached to the Franchise Agreement:

Exhibit	Agreement
A	Data Sheet
B	List of Principals and Operating Principal
C	Personal Guaranty
D	Personal Covenants
E	Collateral Assignment of Telephone Numbers, Telephone Listings, Internet Addresses, Social Media Pages
F	ACH Form
G	Compliance Certification Form [Not applicable in CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA and WI]
H	Franchise Addendum to Real Estate Lease Agreement
I	State Specific Addenda

The Multi-Unit Development Agreement is attached as Exhibit D to this Disclosure Document. The following additional contracts or agreements are attached to the Multi-Unit Development Agreement:

Exhibit	Multi-Unit Development Agreement
A	Guaranty
B	State Specific Addenda

Attached to this document as Exhibit J to this Disclosure Document is our current form of Equipment Purchase Agreement.

Attached to this document as Exhibit K to this Disclosure Document is our current form of Waiver and Release of Claims Agreement.

Attached to this document as Exhibit L to this Disclosure Document is our current form of Promissory Note.

ITEM 23. RECEIPTS

Two copies of an acknowledgement of your receipt of this Disclosure Document are attached as Exhibit M. One acknowledgment must be signed, dated and delivered to us. The other acknowledgment should be retained for your records.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS

Listed below are the names, addresses and telephone numbers of the entities in charge of administering state franchise laws.

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500 or (866) 275-2677

FLORIDA

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Plaza Level 10, The Capitol
400 South Monroe Street
Tallahassee, Florida 32399
(850) 410-3800

HAWAII

Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2744

ILLINOIS

Office of Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Secretary of State
Securities Division
Franchise Section
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Consumer Protection
Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 335-7622

MINNESOTA

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

NEBRASKA

Department of Banking and Finance
1526 "K" Street, Suite 300
P.O. Box 95006
Lincoln, Nebraska 68508-2732
(402) 471-3445

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl.
New York, New York 10005
(212) 416-8222

NORTH CAROLINA

Department of the Secretary of State
Business Opportunities
2 South Salisbury Street
Raleigh, North Carolina 27601-2903
P.O. Box 29622
Raleigh, North Carolina 27626-0622
(919) 814-5400

NORTH DAKOTA

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

RHODE ISLAND

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH CAROLINA

SC Secretary of State's Office
Attn: Business Opportunities
1205 Pendleton Street, Suite 525
Columbia, South Carolina 29201
(803) 734-0367

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S. Euclid, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

TEXAS

Secretary of State
Statutory Documents Section
1019 Brazos
Austin, Texas 78711
(512) 475-1769

VIRGINIA

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

WASHINGTON

Securities Administrator
Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703
(608) 266-1064

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

Listed below are the names, addresses and telephone numbers of the state offices or officials designated as our agents for service of process in such states:

CALIFORNIA

California Commissioner of Department of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

HAWAII

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
200 West Washington Street
Room 201
Indianapolis, Indiana 46204

MARYLAND

Office of Attorney General
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations, Securities & Commercial Licensing Bureau
2407 North Grand River Avenue
Lansing, Michigan 48906

MINNESOTA

Minnesota Commissioner of Commerce
Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

NEW YORK

Secretary of State of New York
99 Washington Avenue
Albany, New York 12231
(518) 473-2492

NORTH CAROLINA

Secretary of State
State of North Carolina
2 South Salisbury Street
Raleigh, North Carolina 27601-2903

NORTH DAKOTA

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

RHODE ISLAND

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

SOUTH DAKOTA

Director of South Dakota Division Securities
Department of Labor and Regulation
124 S. Euclid, 2nd Floor
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street, First Floor
Richmond, Virginia 23219

WASHINGTON

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

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

GSS FRANCHISING LLC
FRANCHISE AGREEMENT

____
FRANCHISEE

____
FRANCHISE LOCATION

GSS FRANCHISING LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

EXHIBITS

GSS FRANCHISING LLC
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made as of this ________________ day of ____________, 20__ (the "Effective Date"), by and between GSS FRANCHISING LLC, a Delaware limited liability company, with its principal place of business located at 3212 Rice Street, St. Paul, MN 55126 ("Franchisor"), and ________________________, a(n) __________________, whose principal address is ____ ("Franchisee"). This Agreement sometimes refers to Franchisee as "you" or "your", and Franchisor as "we", "us" or "our".

1. INTRODUCTION.

1.01 The Franchisor. Franchisor has established, at a substantial expenditure of time, effort and money, a system of developing, opening, and operating businesses featuring Hollywood-inspired, live-hosted immersive and interactive game show experiences, offering an entertaining option for a variety of occasions and gatherings under the trademarks GAME SHOW STUDIO® and THE GAME SHOW STUDIO®, which, in an age dominated by smart phones and social media, aim to bring people together to share an experience, laugh, and forge lifelong memories. The comprehensive system developed and owned by Franchisor includes trademarks, equipment, distinctive standards and specifications for services, products, equipment, materials and supplies; uniform standards, specifications, procedures, and methods for operations and customer service standards; purchasing and sourcing procedures, training and assistance; technology standards; trade dress; and marketing, advertising and promotional programs; as well as certain operational and business standards and policies, all of which Franchisor may improve, further develop or otherwise modify from time to time.

1.02 Acknowledgments. Franchisee acknowledges and agrees that it or its authorized officers have read this Agreement and Franchisor's Franchise Disclosure Document. By signing this Agreement, Franchisee accepts the proposition that delivering a high-quality immersive and interactive game show experience requires a different approach to the quality of the service and customer experience (impacted by the quality of people and training) not typically found in other businesses, as well as related products. Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary to maintain the uniformity of Franchisor's high-quality standards at all Game Show Studio Businesses in order to protect and preserve the goodwill of the Marks (as defined below) and the integrity of the System (as defined below). Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that the market for experiential and entertainment-based services is highly competitive and developed, but also rapidly evolving. Franchisee recognizes that the nature of Game Show Studio Businesses may change over time, that an investment in a Game Show Studio Business involves business risks, and that the success of the venture is largely dependent on Franchisee's own business abilities, efforts and financial resources.

1.03 Representations. Franchisee and its Owners, jointly and severally, represent and warrant to Franchisor that: (a) neither Franchisee nor any of its Owners have made any untrue statement of any material fact or has omitted to state any material fact in the written information submitted in obtaining the rights granted hereunder; (b) neither Franchisee nor any of its Owners have any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as Franchisee has otherwise completely and accurately disclosed in writing to Franchisor in connection with obtaining the rights granted hereunder; and (c) the execution and performance of this Agreement will not violate any other agreement to which Franchisee or any of its Owners may be bound. Franchisee recognizes that Franchisor has executed this Agreement in reliance on all of the statements Franchisee and its Owners have made in writing in connection with this Agreement.

1.04 Certain Definitions. The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

(a) "Affiliate" - Any Person that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract or otherwise.

(b) "Business" - The Game Show Studio Business operated by Franchisee from the Premises.

(c) "Competitive Business" – Any business which provides a gameshow or other interactive entertainment activity featuring one or more games, matches, competitions, battles, or the like. Restrictions in this Agreement on competitive activities do not apply to: (i) the ownership or operation of other Game Show Studio Businesses that are licensed or franchised by Franchisor or any of its Affiliates; or (ii) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

(d) "Confidential Information" – Any information related to the Game Show Studio System or the development and operation of Game Show Studio Businesses that Franchisor or any of its Affiliates discloses to Franchisee that is designated confidential or that by its nature would reasonably be expected to be held in confidence, including, without limitation, information related to: (i) equipment, products, supplies, and methods of service and execution; (ii) plans and specifications for the development of Game Show Studio Businesses; (iii) sales, marketing and advertising programs and techniques for Game Show Studio Businesses; (iv) identity of suppliers and knowledge of specifications, processes, procedures and equipment, and pricing; (v) knowledge of operating results and financial performance of Franchisor or any Game Show Studio Businesses, other than the Business and any other Game Show Studio Business owned by Franchisee or its Affiliates; (vi) methods of training and management relating to Game Show Studio Businesses; (vii) computer systems, software programs and software applications used or useful in Game Show Studio Businesses; and (viii) any and all other information that Franchisor provides or makes available that is labeled proprietary or confidential or which by its nature or character would reasonably be expected to be required to be treated as confidential. All information that comprises the System including the information and data in the Operations Manual will be presumed to be Confidential Information.

(e) "Effective Launch Date" – The "Effective Launch Date" is determined based on the date the Business's location-specific website and booking system go live. If such date is on or before the fifteenth (15th) day of the month, the Effective Launch Date shall be the first (1st) day of that month; if such date is after the fifteenth (15th) day of the month, the Effective Launch Date shall be the first (1st) day of the next month.

(f) "Entity" – A corporation, partnership, sole proprietorship, company, firm, limited liability company, joint venture, trust, business association, organization, joint stock company, unincorporated organization, union, group acting in concert, governmental entity or other entity.

(g) "Gross Revenues" – The amount of sales of all products and merchandise sold or services rendered in, on, about, or otherwise deriving from the Business, together with any other revenues derived from the operation of the Business, whether by Franchisee or by any other person, whether or not in accordance with the terms of this Agreement, and whether for cash or on a charge, credit, barter or time basis, and whether collected or uncollected, *except that* Gross Revenues do not include (i) sales tax collected and paid to local authorities, (ii) revenue derived from booking fees, or (iii) revenue derived from sales of catering, and any other exempt goods and services pre-approved in writing by Franchisor at its sole and absolute discretion, provided by third party(ies) where such revenue does not exceed by more than ten percent (10%) the cost to acquire such goods or services from the third party(ies).

(h) "Immediate Family" – Spouse, parents, brothers, sisters and children, whether natural or adopted.

(i) "Internet" – All communications between computers and between computers and television, phone, facsimile and similar communications devices, including the World Wide Web, proprietary online services, social media, digital applications, E-mail, news groups and electronic bulletin boards.

(j) "Marks" – The current and future trade names, trademarks, trade dress, logos, emblems, signs, slogans, insignia and other commercial symbols used to identify the services and/or products offered by Game Show Studio Businesses, including the trademarks GAME SHOW STUDIO® and THE GAME SHOW STUDIO®, and the distinctive signage and color schemes of Game Show Studio Businesses.

(k) "Game Show Studio Businesses" – Businesses authorized to offer and provide immersive and interactive game show experiences and other products and services using the System and the Marks.

(l) "Operating Principal" – Any natural person who meets our requirements and is so designated in Exhibit B and any replacement thereof approved by Franchisor, as more fully described in this Agreement.

(m) "Operations Manual" – Franchisor's confidential operations manual, as amended from time to time, which may consist of one or more manuals containing Franchisor's mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Game Show Studio Businesses and other information relating to Franchisee's obligations under this Agreement. The term "Operations Manual" includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including items that may be published, posted, or delivered to the cloud, Internet or an extranet, bulletins, e-mails, computer drives, and other digital storage and retrieval methods.

(n) "Owner" – Each Person that has a direct or indirect legal or beneficial ownership interest in Franchisee, if Franchisee is an Entity.

(o) "Person" – An individual or an Entity.

(p) "Personnel" – All persons employed or engaged by Franchisee in connection with the development, management or operation of the Business and all other persons who work in or for the Business.

(q) "Premises" – The location of the Business as set forth on Exhibit A.

(r) "Proprietary Software" – The proprietary game show software and related applications, game content, and associated updates, enhancements, and new games that Franchisor (or an Affiliate or licensor) provides or makes available to Franchisee for use in the Business.

(s) "Required Software" – The software programs, applications, platforms, and related updates that Franchisor designates from time to time as required for use in the Business, whether provided by Franchisor, an Affiliate, or third-party vendors.

(t) "Standalone Model" – A Game Show Studio Business that exclusively occupies the Premises.

(u) "Store-Within-A-Store Model" – A Game Show Studio Business that with Franchisor's approval shares the Premises with another, typically complementary, business operated by Franchisee.

(v) "Sums Certain Claim" – A claim solely to recover past-due, liquidated monetary amounts owed under this Agreement or any related agreement (including royalties, brand fund contributions, technology fees, and other periodic fees, interest, late fees, amounts due for products/services purchased from Franchisor or its affiliates, and amounts due under any promissory note or guaranty). A Sums Certain Claim does not include claims for damages that are unliquidated or discretionary (including lost profits), or claims for rescission, fraud, statutory violations, or other affirmative relief.

(w) "System" – The business methods, designs and arrangements for developing and operating Game Show Studio Businesses, which include, without limitation, the Marks, designs and layouts, distinctive standards, specifications, and methods for operations and customer service standards; purchasing and sourcing procedures; training and assistance; technology standards; proprietary technology and software; trade dress; marketing, advertising and promotional programs; and certain operational and business standards and policies, all of which Franchisor may improve, further develop or otherwise modify from time to time.

(x) "Transfer" or similar words – The voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, inter-vivos transfer, testamentary disposition or other disposition of this Agreement, any interest in or right under this Agreement, the Premises, any form of ownership interest in Franchisee, if an Entity, or any Owner that is an Entity, or the assets, revenues or income of the Business including: (i) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a membership or partnership interest in, or of any interest convertible to or exchangeable for capital stock of, or a membership or partnership interest in, Franchisee or any Owner of Franchisee that is an Entity; (ii) any merger or consolidation between Franchisee or any Owner of Franchisee that is an Entity, on the one hand, and another Entity, on the other hand, whether or not Franchisee, or such Owner of Franchisee that is an Entity, as applicable, is the surviving Entity; (iii) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (iv) any transfer upon death of Franchisee or of any of Franchisee's Owners by will, declaration of or transfer in trust or under the laws of intestate succession; or (v) any foreclosure upon the Business or the transfer, surrender or loss by Franchisee of possession, control or management of the Business or the Premises.

(y) "Travel Shows" – Game show services using the System and the Marks provided by Franchisee at an off-Premises location as an additional component of the Business' offerings.

2. GRANT OF RIGHTS.

2.01 Grant of Franchise. Subject to the terms of this Agreement, Franchisor grants to Franchisee the right, and Franchisee assumes the obligation, to operate a Game Show Studio Business from the Premises and to use the System solely in connection therewith, for a term of ten (10) years, starting on the date of this Agreement (the "Term"). Franchisee may not operate the Business or use the System from any site other than the Premises, or relocate the Business, without Franchisor's prior written consent. Any approved relocation or expansion of the Business requiring changes to a studio room design, shall be at Franchisee's sole cost and expense, and Franchisor shall have the right to charge Franchisee a venue expansion or relocation fee equal to Five Thousand Dollars ($5,000). The option for renewal of the rights granted to Franchisee in this Agreement is described in Section 15 below.

2.02 Protected Territory. During the Term, Franchisor will not operate (directly or through an Affiliate), nor grant to another Person the right to operate, any Game Show Studio Business located within the geographical area set forth on Exhibit A hereto (the "Protected Territory"). Notwithstanding the foregoing, Franchisor has the right to operate (directly or through an Affiliate), and to grant to others the right to operate, within the Protected Territory and elsewhere: (a) Game Show Studio Businesses or other businesses offering gameshow or other interactive entertainment activities and related services and products using any part or all of the System and/or Marks that are already operating as of the Effective Date; (b) businesses that offer gameshow or other interactive entertainment activities and related services and products (or any other services and products) that Franchisor or its Affiliates purchase (or as to which Franchisor or its Affiliates purchases the rights as franchisor) that are part of another franchise system or chain and either continue to operate them independently or convert them to Game Show Studio Businesses; and (c) Game Show Studio Businesses operating within convention centers, airports, train stations, other transportation facilities, hotels, casinos, colleges and other schools, theme parks, cruises, military bases, and other government offices or any such other location that Franchisor determines, in its sole discretion, to be non-traditional as a location for operation of a Game Show Studio Business (each, a "Non-Traditional Site").

2.03 Reservation of Rights. Notwithstanding anything to the contrary set forth herein, Franchisor retains the right, in its sole discretion, to:

(a) establish and operate, and grant to other franchisees or licensees the right to establish and operate, a Game Show Studio Business or any other business using the Marks, the System or any variation of the Marks and the System, (i) in any location outside the Protected Territory; (ii) at any Non-Traditional Site, regardless of whether such Non-Traditional Site is located within or outside of the Protected Territory; or (iii) as otherwise contemplated by Section 2.02 above, on any terms and conditions that Franchisor deems appropriate;

(b) develop, use and franchise anywhere (including within the Protected Territory) the rights to any trade names, trademarks, service marks, commercial symbols, logos, emblems, signs, slogans, insignia, patents or copyrights not designated by Franchisor as Marks, for use with similar or different franchise systems for the sale of similar or different products or services than those constituting a part of the System, without granting Franchisee any rights therein;

(c) own, operate, franchise or license anywhere businesses offering gameshow or other interactive entertainment activities and related services and products of any other type whatsoever operating under marks other than the Marks; and

(d) offer, distribute, sell and provide products or services identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Protected

Territory through any distribution channel or method, including retail stores and the Internet (or any other existing or future form of electronic commerce); *provided, however*, that any such sales will not be made from a Game Show Studio Business located in the Protected Territory.

3. DEVELOPMENT OF THE BUSINESS.

3.01 Site Selection. Franchisee acknowledges that, other than providing its criteria for site approval for the Business, Franchisor provides no site-selection assistance. To that end, Franchisor has no obligation to visit the search area and Franchisee will be responsible to identify, and ultimately acquire, an appropriate site, acceptable to Franchisor, for the Business's operation. As Franchisee identifies prospective sites, it will notify Franchisor, and Franchisor will review criteria about the prospective sites that Franchisor deems appropriate. Franchisee will assist Franchisor by providing Franchisor any information Franchisor requests about any prospective sites. If Franchisor has not approved a site within thirty (30) days after Franchisee provides Franchisor with all information Franchisor requested about the site, the site shall be deemed disapproved. Franchisee acknowledges and agrees Franchisor will not be responsible for Franchisee's results in operating at any particular site that Franchisor may have recommended, reviewed, or approved. Following Franchisor's approval of a site and after Franchisee secures the site, Franchisor will complete Exhibit A to this Agreement, indicating the approved location for the Business and the Protected Territory. Franchisee hereby authorizes Franchisor to define in Exhibit A the Protected Territory upon Franchisor's approval of a site.

3.02 Premises. The rights granted to Franchisee hereunder shall be non-exclusive and shall be restricted to the operation of a single Game Show Studio Business to be located at the Premises. With the exception of the ordinary business activities and operations of the approved business sharing the Premises with a Store-Within-A-Store Model, during the Term, (a) the Premises shall be used exclusively to operate the Business, and (b) Franchisee agrees not to carry on or conduct or permit others to carry on or conduct any other business, activity or operation at the Business or the Premises, without first obtaining the written consent of Franchisor. In connection with the execution of any lease or sublease for the Premises, Franchisee must execute, and cause the lessor and/or sublessor of the Premises to execute, the franchise addendum to real estate lease agreement attached to this Franchise Agreement as Exhibit H. Without Franchisor's prior written consent, Franchisee shall not (a) execute a lease, sublease or purchase agreement for the Premises, or (b) execute any amendment to, or agree to any modifications to, a lease, sublease or purchase agreement for the Premises. The rights granted to Franchisee are for the specific Premises and cannot be transferred to any other location, except with Franchisor's prior written approval.

3.03 Opening; Extensions. Franchisee may not open the Business for business to the public until Franchisor notifies Franchisee in writing that the Business meets Franchisor's standards and specifications (although Franchisor's acceptance is not a representation or warranty, express or implied, that the Business complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of Franchisor's right to require continuing compliance with Franchisor's requirements, standards, and policies). Franchisee agrees to comply with this Section and open the Business before the "Required Opening Date," which shall be designated as follows: (a) one hundred and twenty (120) days after Effective Date if Franchisee is opening a Store-Within-A-Store Model, or (b) one hundred and eighty (180) days after the Effective Date if Franchisee is opening a Standalone Model, *provided, however,* in either case, Franchisor may, in its sole discretion upon Franchisee's request, extend such required opening date by sixty (60) days subject to Franchisee paying Franchisor an extension fee of One Thousand Five Hundred Dollars ($1,500). If Franchisor grants an extension hereunder, the Required Opening Date shall be modified accordingly.

3.04 **Construction**. Before commencing any construction of the Business, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

(a) Franchisor will provide Franchisee a set of standard specifications for a prototype Game Show Studio Business, which will include requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings and color scheme.

(b) In the case of a Standalone Model, or a Store-Within-A-Store Model requiring renovations or other leasehold improvements to prepare a studio room, Franchisee shall employ a qualified, licensed architect or engineer who has been approved (as described below) by Franchisor to prepare, subject to Franchisor's approval, preliminary plans and specifications for site improvement and/or construction of the Business based upon prototype plans and/or specifications furnished by Franchisor. Franchisor shall have the right to designate one or more suppliers of design services and/or architecture services to supply such services to the System. If Franchisor designates a design firm and/or architecture firm prior to the time Franchisee commences to develop the Business, Franchisee shall employ such Designated Supplier(s) to prepare all designs and plans for the Business, unless Franchisee obtains Franchisor's prior written approval to use an alternative professional. If Franchisor has not designated a design firm or architecture firm, Franchisee shall be responsible for locating and employing a qualified design consultant and architect who is/are licensed in the jurisdiction in which the Business will be located, and who is reputable and experienced in providing design and architecture services. Franchisee shall be solely responsible for payments for all design and architecture services. Franchisee expressly acknowledges and agrees that Franchisor shall not be liable for the unsatisfactory performance of any contractor, firm, supplier, professional or consultant retained by Franchisee, whether or not designated by Franchisor.

(c) Franchisee shall comply with all federal, state and local laws, codes and regulations, including the applicable provisions of the ADA, regarding the construction, design and operation of the Business. In the event Franchisee receives any complaint, claim, other notice alleging a failure to comply with the ADA, Franchisee shall provide Franchisor with a copy of such notice within five (5) days after receipt thereof.

(d) Franchisee shall submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications. Franchisor's review and approval of plans shall be limited to review of such plans to assess compliance with Franchisor's design standards for the System, including such items as trade dress, presentation of the Marks, and the providing to the potential customer of certain products and services that are central to a functioning Business. Such review is not designed to assess compliance with federal, state or local laws and regulations, including the ADA, as compliance with such laws is the sole responsibility of Franchisee. Once approved by Franchisor, such final plans shall not thereafter be changed or modified without the prior written permission of Franchisor. Any such change made without Franchisor's prior written permission shall constitute a default and Franchisor may withhold its authorization to open the Business until the unauthorized change is rectified (or reversed) to Franchisor's reasonable satisfaction.

(e) Franchisee shall obtain all permits and certifications required for the lawful construction and operation of the Business and shall certify in writing to Franchisor that all such permits and certifications have been obtained.

(f) In the case of a Standalone Model, or a Store-Within-A-Store Model requiring renovations or other leasehold improvements to prepare a studio room, Franchisee shall employ a qualified licensed general contractor who has been approved or designated by Franchisor to construct the Business and to complete all improvements. Franchisee shall obtain and maintain in force during the entire period of construction the insurance required under this Agreement. Franchisee expressly acknowledges and agrees that Franchisor shall not be liable for the unsatisfactory performance of any contractor retained by Franchisee.

(g) Throughout the construction process, Franchisee shall comply with Franchisor's requirements and procedures for periodic inspections of the Premises, and shall fully cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request. Franchisor reserves the right to require Franchisee to pay or reimburse Franchisor its out-of-pocket expenses that it incurs in conducting such inspections of the Premises, including costs of transportation, lodging, and meals.

(h) Franchisee agrees to use in the construction and operation of the Business only those brands, types or models of construction and decorating materials, fixtures, equipment, furniture and signs that Franchisor has approved for the Business as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee further agrees to place or display at the Premises of the Business only such signs, emblems, lettering, logos and display materials that are from time to time approved in writing by Franchisor. Franchisee may purchase approved types or models of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier approved or designated by Franchisor (which may include Franchisor and/or its affiliates), which approval may not be unreasonably withheld. If Franchisee proposes to purchase any type or model of construction or decorating material, fixture, equipment, furniture or sign not then approved by Franchisor, and/or any such item from any supplier which is not then approved by Franchisor, Franchisee shall first notify Franchisor in writing and shall submit to Franchisor sufficient specifications, photographs, drawings and/or other information or samples for a determination by Franchisor of whether such brand or type of construction or decorating material, fixture, equipment, furniture or sign complies with its specifications and standards. Franchisor may, in its sole discretion, refuse to approve any such item(s) and/or supplier(s) that does not meet Franchisor's standards or specifications.

3.05 **<u>Off-Premises Services; Travel Shows</u>**. Except for Franchisor's prior written approval to offer Travel Shows, Franchisee may not conduct any Game Show Studio Business activities outside of the Premises without prior written consent of Franchisor. No earlier than six (6) months after the Business opens to the public, Franchisee may, but is not required to, request in writing to add Travel Shows to its offerings. If Franchisor has not approved such a request within thirty (30) days after Franchisee provides Franchisor with all information Franchisor requires in connection with such a request, the request shall be deemed disapproved. Approval of the addition of Travel Shows to Franchisee's offerings shall be at Franchisor's sole and complete discretion. If Franchisor approves Franchisee's request, Franchisee shall purchase from Franchisor's Designated Supplier the then-current package of Travel Shows equipment. If Franchisee is approved to offer and provide Travel Shows, it must follow all specifications, standards, business practices and policies relating to Travel Shows as set forth in the Operations Manual or other written documentation. Franchisee may not provide Travel Show services outside the Protected Territory without Franchisor's prior written approval.

3.06 **<u>Franchisor's Plans</u>**. As stated above, Franchisor shall make available to Franchisee specifications and guidelines for the construction of a Game Show Studio Business and for the interior design and layout, fixtures, furnishings, equipment, and signs. Franchisee acknowledges that such standard design plans and specifications shall not contain the requirements of any federal, state or local law, code or regulation (including without limitation those concerning the Americans with Disabilities Act (the "<u>ADA</u>") or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build a specific Game Show Studio Business, compliance with all of which shall be Franchisee's responsibility and at Franchisee's expense.

Franchisee understands and acknowledges that Franchisor has the right to modify the prototype design plans and specifications, and develop additional prototype design plans and specifications, as Franchisor deems appropriate from time to time (however Franchisor will not modify the prototype plans and specifications for the Business developed pursuant to this Agreement once those prototype plans and specifications have been given to Franchisee). Franchisee further understands and acknowledges that each Game Show Studio Business will be designed differently depending on the specifications of the respective premises. Franchisee shall adapt the standard plans to the Business' location, subject to Franchisor's approval.

3.07 **Other Pre-Opening Assistance**. Prior to opening of the Business, Franchisor will (a) launch Franchisee's Game Show Studio location website and Email Address; (b) provide Franchisee with access to, or arrange for Franchisee's access to, Franchisor's required software and applications; (c) provide Franchisee with Franchisor's specifications for required equipment and supplies; (d) provide Franchisee with a list of Franchisor's designated or approved suppliers, and a list of required equipment, services, fixtures, furnishings, and supplies necessary for the opening of the Business; and (e) provide Franchisee with access to digital marketing items.

4. TRAINING AND GUIDANCE.

4.01 Pre-Opening Training Programs.

(a) Franchisor Training Programs. The Business must have an Operating Principal as described in Section 8.03. Franchisee will inform Franchisor in writing as to the identity of the Operating Principal and its General Manager (if Franchisee has a General Manager), including all additions to and successors. As and when required by Franchisor, the Operating Principal and the General Manager (if Franchisee has a General Manager) must attend and successfully complete to the satisfaction of Franchisor designated initial training programs, conducted at such time(s) and places as Franchisor designates.

Franchisee's Operating Principal and General Manager (if Franchisee has a General Manager) must successfully complete to Franchisor's satisfaction the first phase of Franchisor's initial training program, conducted at a time(s) and place(s) designated by Franchisor. The first phase of the initial training program will be provided for up to two (2) people, and, space permitting in Franchisor's sole discretion, other Personnel of Franchisee may attend the first phase of initial training, though Franchisor reserves the right to charge Franchisee Franchisor's then-current training fee for each additional individual. Franchisor also reserves the right to limit the number of additional attendees for the first phase of the initial training program. Franchisee shall be responsible for the costs and expenses (such as transportation, lodging, meals, compensation and incidental expenses) of each individual who attends the first phase of initial training.

(b) On-Site Training; Initial Training Fee. Franchisor will conduct a second phase of the initial training program at the Premises before the opening of the Business. Franchisee's Operating Principal, General Manager (if Franchisee has a General Manager), and the live game show hosts Franchisee has hired must successfully complete to Franchisor's satisfaction the second phase of initial training before the Business may open. Franchisee shall pay Franchisor an initial training fee of Ten Thousand Dollars ($10,000) for the second phase of initial training. The initial training fee is due 60 days before the scheduled opening of the Business, but in no event later than the date on which Franchisor provides the on-site second phase of initial training. The initial training fee is nonrefundable and is not credited against any other obligation you have to us. Franchisee may not open the Business until the Franchisee's Personnel who are required to attend any phase of initial training have completed such training to the satisfaction of Franchisor.

(c) Replacement Personnel. Any replacement Operating Principals or General Managers must successfully complete to the satisfaction of Franchisor the initial training program provided by Franchisor. In the event that an Operating Principal or General Manager ceases active involvement in the Business, Franchisee must notify Franchisor within ten (10) days of cessation of the Operating Principal's or General Manager's active involvement in the Business and designate a new individual as the Operating Principal or General Manager, as applicable, within thirty (30) days of cessation of the Operating Principal's or General Manager's active involvement in the Business. That person must attend training at Franchisor's headquarters or such other place(s) as Franchisor may designate. Franchisee is responsible for reimbursement of its Personnel's travel and living expenses and other related expenses and all related travel and living expenses and wages incurred in connection with any person attending these and all other training sessions. Franchisor reserves the right to charge for training program fees beyond the initial training program for Franchisee's Operating Principal, General Manager, and other Personnel at its then-current rates.

4.02 Franchisee Training Programs. Franchisee shall implement a training program approved by Franchisor for Personnel of the Business and shall be responsible for the proper training of its employees, including without limitation designated training for live hosts. Franchisee agrees not to employ any person who fails or refuses to complete Franchisee's training program or is unqualified to perform his or her duties at the Business in accordance with the requirements established for the operation of a Game Show Studio Business.

4.03 Additional Assistance or Training. If, at any time during operation of the Business, Franchisee requests that Franchisor provide additional training or assistance, or Franchisor determines in its discretion that Franchisee or any of its Personnel requires additional training or assistance, Franchisee must pay Franchisor's then-current per diem training fee for each trainer. Franchisee and its Personnel shall attend and conduct such additional training programs, as Franchisor may from time to time reasonably require relating to the operation of the Business and the System. Franchisee also may be required to purchase training, assistance or other instructional materials as specified by Franchisor from time to time in the Operations Manual or otherwise. Franchisee is responsible for reimbursement of Franchisor's trainers' travel and living expenses and other related expenses and all related travel and living expenses and wages incurred in connection with any Personnel attending any additional assistance or training. Franchisor reserves the right to charge for assistance and training program fees beyond the initial training program for Franchisee and its original Operating Principal.

4.04 Operations Manual. During the Term, Franchisor will loan to Franchisee one (1) copy of, or provide Franchisee with electronic access to, the Operations Manual. The Operations Manual is confidential, copyrighted and Franchisor's exclusive property. The Operations Manual will contain information, standards and specifications concerning the System, the development and operation of the Business and any other information and advice Franchisor may periodically provide to its franchisees. Franchisor may update and change the Operations Manual periodically to reflect changes in the System and the operating requirements applicable to Game Show Studio Businesses, and Franchisee expressly agrees to comply with each requirement within such reasonable time as Franchisor may require, or if no time is specified, within thirty (30) days after receiving notification of the requirement. Franchisee shall at all times ensure that its copy of the Operations Manual and any other confidential materials supplied by Franchisor to Franchisee are kept current and up to date. Franchisee must keep any printed Operations Manual in a secure location at the Business and must restrict employee access to the Operations Manual on a need-to-know basis, and take reasonable steps to prevent unauthorized disclosure or copying of any information in any printed or computerized Operations Manual. If Franchisor and Franchisee have any disagreement about the most current contents of the Operations Manual, Franchisor's master copy of the Operations Manual will control. Upon the expiration or termination of this Agreement for any reason, Franchisee must return all copies of the Operations Manual to Franchisor, and upon Franchisor's request, certify to Franchisor that Franchisee has not kept any copies in any medium.

4.05 Nature of Assistance and Training. Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes Franchisor has failed to adequately provide any pre-opening services to Franchisee, Franchisee must notify Franchisor in writing within thirty (30) days following the opening of the Business or Franchisee will be deemed to have conclusively acknowledged that all pre-opening and opening services required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to Franchisee.

5. TRADEMARKS; MODIFICATIONS.

5.01 Ownership of the Marks. Franchisee acknowledges that Franchisor or its Affiliate(s) own all right, title and interest in and to the Marks. Franchisee's right to use the Marks is derived solely from this Agreement and is limited to conducting business at or in connection with the Business pursuant to and in compliance with this Agreement. Franchisee's unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of Franchisor's and its Affiliates' rights to the Marks. This Agreement does not confer on Franchisee any goodwill or other interests in the Marks. Franchisee's use of the Marks and any goodwill established thereby inures to the exclusive benefit of Franchisor and its Affiliates. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks and trade dress Franchisor authorizes Franchisee to use. Franchisee agrees not to, at any time during or after the Term, contest, or assist any other Person in contesting, the validity or ownership of any of the Marks.

5.02 Use of the Marks. Franchisee agrees to use the Marks as the sole identification of the Business and identify itself as the independent owner thereof in the manner Franchisor prescribes. Franchisee agrees to use only the Marks as Franchisor prescribes in connection with the Business and the sale of authorized products and services. Other than in connection with the Email Address (as defined below), Franchisee may not use any Mark (or any abbreviation, modification or colorable imitation) as part of any corporate or legal business name or in any other manner (including any Internet related use such as an electronic media identifier, for web sites, web pages, social media accounts, or domain names) not expressly authorized by Franchisor in writing. Franchisee may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by Franchisor.

5.03 Discontinuance of Use of Marks. If Franchisor decides to change, add or discontinue use of any Mark, or to introduce additional or substitute Marks, Franchisee, upon a reasonable period of time, not to exceed ninety (90) days after receipt of written notice, shall take such action, at its sole expense, as is necessary to comply with such change, alteration, discontinuation, addition or substitution. Franchisor shall have no liability for any loss of revenue or goodwill due to any new Mark or discontinued Mark.

5.04 Notification of Infringements and Claims. Franchisee must notify Franchisor immediately of any apparent infringement of or challenge to Franchisee's use of any Mark, or any claim by another Person of any rights in any Mark. Franchisee may not communicate with any Person, other than its legal counsel, and Franchisor, in connection with any such infringement, challenge or claim. Franchisor will have sole discretion to take such action as it deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. Franchisee must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of Franchisor's counsel to protect Franchisor's interests in any litigation or U.S. Patent and Trademark Office proceeding or other administrative proceeding or otherwise to protect its interests in the Marks.

5.05 Indemnification of Franchisee. Franchisor shall indemnify Franchisee against, and reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs Franchisee reasonably incurs in defending any such claim brought against Franchisee, provided Franchisee has timely notified Franchisor of such claim and provided further that Franchisee and its Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with Franchisor or any of its Affiliates. At Franchisor's sole discretion, Franchisor is entitled to prosecute, defend and/or settle any proceeding arising out of Franchisee's use of any Mark pursuant to this Agreement, and, if Franchisor undertakes to prosecute, defend and/or settle any such matter, Franchisor has no obligation to indemnify or reimburse Franchisee for any fees or disbursements of any legal counsel retained by Franchisee.

5.06 Modification by Franchisor. Franchisee recognizes and agrees that from time to time hereafter, Franchisor may change, modify or improve the System, including, without limitation, modifications to the Operations Manual, the processes and systems to support the business, the products and services offered for sale, the required equipment, the signage, the presentation and usage of the Marks, and the adoption and use of new, modified or substituted Marks or other proprietary materials. Franchisee agrees to accept, use and/or display for the purposes of this Agreement any such changes, modifications or improvements to the System, including, without limitation the adoption of new, modified or substituted Marks, as if they were part of the System as of the date of this Agreement, and Franchisee agrees to make such expenditures as such changes, modifications or improvements to the System may require.

5.07 Modification by Franchisee. If Franchisee develops any new modification, concept, process, improvement or slogan (including any and all inventions, discoveries, trademarks, improvements, ideas, concepts, methods or techniques) in the operation or promotion of the Business or to the System, the same shall be deemed a work made for hire, and Franchisee shall promptly notify Franchisor of, and provide Franchisor with all necessary information regarding, such modification, concept, process, improvement or slogan, without compensation to Franchisee. Franchisee acknowledges that any such modification, concept, process, improvement or slogan shall become Franchisor's sole and exclusive property and that Franchisor may use and/or allow other franchisees to use the same in connection with the System or the operation of Game Show Studio Businesses, without compensation to Franchisee. Franchisee shall assist Franchisor, at Franchisor's expense, in obtaining execution of all documents and taking all other actions which Franchisor may reasonably request to make possible the filing of patent applications for any such developments and to establish that Franchisor is the owner of both the developments and any patent applications made in connection with such developments.

6. FEES AND OTHER PAYMENTS.

6.01 Initial Franchise Fee. Contemporaneously with its execution of this Agreement, Franchisee agrees to pay to Franchisor an initial franchise fee as set forth on Exhibit A (the "Initial Franchise Fee"). Franchisee acknowledges and agrees that the Initial Franchise Fee is paid as consideration for Franchisor granting Franchisee the right to develop, open and operate the Business using the Marks and the System, that the Initial Franchise Fee is fully earned by Franchisor at the time this Agreement is executed, and that the Initial Franchise Fee is non-refundable.

6.02 Royalty Fee. During the Term, Franchisee shall pay Franchisor a continuing monthly royalty fee (the "Royalty Fee") equal to the greater of: (a) ten percent (10%) multiplied by the amount of Gross Revenues collected each month; or (b) the Minimum Monthly Royalty Fee. The "Minimum Monthly Royalty Fee" is equal to Zero Dollars ($0) per month for the first six (6) months after Royalty Start Date, after which time it increases to: (i) Two Thousand Dollars ($2,000) per month for the seventh (7^{th}) through the eighteenth (18^{th}) month following the Royalty Start Date, (ii) Three Thousand Dollars ($3,000) per month for the nineteenth (19^{th}) month through the end of the Term. The "Royalty Start Date" means the date that Franchisee's first booking is made in Franchisor's designated or approved booking system systems. All Royalty Fees are non-refundable.

Payment of the monthly Royalty Fee shall be made no later than the tenth (10^{th}) day of the month, or another day designated by Franchisor from time to time, for the preceding month (the "Royalty Due Date"), *provided that,* Franchisee's first payment of Royalty Fee(s) shall be made no later than the tenth (10^{th}) day of the first full calendar month following the date the Business opens for business and may include fees accrued between the Royalty Start Date and the date the Business opens for business.

6.03 Other Fees and Contributions.

(a) Software License and Innovation Fee. Beginning on the Royalty Start Date and continuing for the Term, Franchisee shall pay Franchisor its then-current monthly "Software License and Innovation Fee" for Franchisee's ongoing rights to use Franchisor's proprietary software as may be updated from time to time. Payment of the monthly Software License and Innovation Fee shall be made no later than the Royalty Due Date, *provided that,* Franchisee's first payment of Software License and Innovation Fee(s) shall be made no later than the tenth (10^{th}) day of the first full calendar month following the date the Business opens for business and may include fees accrued between the Royalty Start Date and the date the Business opens for business. Franchisor may increase the Software License and Innovation Fee upon thirty (30) days' notice to Franchisee. All Software License and Innovation Fees are non-refundable.

(b) Technology Fee. Beginning on the Effective Launch Date and continuing for the Term, Franchisee shall pay Franchisor its then-current monthly "Technology Fee" for certain products and services related to information technology utilized in connection with the System and the Business, including without limitation website management and hosting, email addresses, and other systems, platforms, products and services as we determine from time to time. The first monthly Technology Fee is due on the Effective Launch Date, and thereafter is due on or before the Royalty Due Date. Franchisor may increase the Technology Fee upon thirty (30) days' notice to Franchisee. If Franchisor does not directly provide these services, Franchisee may be required to sign a separate agreement with a designated provider of these services (which may be an affiliate of Franchisor). All Technology Fees are non-refundable.

(c) Managed Marketing Fee. Beginning on the Effective Launch Date and continuing for the Term, Franchisee shall pay Franchisor, or Franchisor's designated third-party vendor, its then-current monthly "Managed Marketing Fee" for the management, execution, and optimization local digital advertising efforts on Franchisee's behalf, as well as strategic marketing services, content creation, social media management, basic graphic design services, and other products and services as we determine from time to time. The first monthly Managed Marketing Fee is due on the Effective Launch Date, and thereafter is due on or before the Royalty Due Date. If a third-party vendor is providing the services, such vendor will designate the payment due dates for the first and subsequent monthly Managed Marketing Fees. Franchisor may increase the Managed Marketing Fee upon thirty (30) days' notice to Franchisee. If Franchisor does not directly provide these services, Franchisee may be required to sign a separate agreement with a designated provider of these services (which may be an affiliate of Franchisor). All Managed Marketing Fees are non-refundable.

(d) Event Sales Fee. At the option of Franchisor, Franchisor or its Affiliate may operate a centralized sales and coordination/planning center for the handling of inbound and outbound customer inquiries for large group events ("Event Sales"), but the Event Sales shall not be a substitute for Franchisee's obligations as set forth herein. If Franchisor or its Affiliate establishes the Event Sales, Franchisee may be required to participate in the Event Sales, and pay Franchisor or its Affiliate its then-current fee for customer acquisition ("Event Sales Fee"), *provided that,* the Event Sales Fee will not exceed the fee Franchisee collects from the customer for the Event Sales service. Franchisor or its Affiliate, through the operation of the Event Sales and otherwise, may refer customers attempting to make inquiries or a booking at a Game Show Studio Business generally, or specifically at the Business, to another Game Show Studio Business when: (1) the Business is not the closest Game Show Studio Business; (2) the Business is fully booked for the time period requested by the customer; (3) Franchisee's schedule is not accessible to Franchisor or Franchisee does not treat bookings made by Franchisor the same as bookings made by Franchisee; (4) the Business does not meet the customer's requirements in other respects; (5) Franchisee is in default of the Franchise Agreement or its real estate lease for the Premises, or has notified Franchisor of its intent to cease operations; or (6) for any other reason reasonably determined to be in the best interests of the customer or the preservation of the customer as a Game Show Studio customer. Event Sales Fees are due on or before the Royalty Due Date. All Event Sales Fees are non-refundable.

(e) Brand Fund Contribution. Franchisor has established a Brand Fund (the "Brand Fund"), and, in addition to all other amounts required to be paid hereunder, beginning on the Royalty Start Date and continuing for the Term Franchisee must pay to Franchisor, or such other entity designated by Franchisor, on a monthly basis, a "Brand Contribution" in an amount established by Franchisor but not to exceed the lesser of (i) two percent (2%) of Gross Revenues for the preceding month, and (ii) One Thousand Dollars ($1,000), which amount shall be used by the Brand Fund. Payment of the Brand Contribution shall be made no later than the Royalty Due Date, *provided that,* Franchisee's first payment of Brand Contribution(s) shall be made no later than the tenth (10^{th}) day of the first full calendar month following the date the Business opens for business and may include fees accrued between the Royalty Start Date and the date the Business opens for business. All Brand Contributions are non-refundable.

(f) Local Digital Advertising. Franchisee agrees that, in addition to the payment of the Brand Contributions and any amounts required to be paid or spent under this Section 6.03 and under Section 10.01 hereof, Franchisee will spend, on a monthly basis, such amount for local digital advertising (e.g., Google paid advertising, Meta paid advertising) as determined by Franchisee but in no event less than the greater of: (a) Four Thousand Dollars ($4,000), or (b) ten percent (10%) of Gross Revenues for the preceding month. Franchisor may require Franchisee to pay all or a designated portion of the monthly local digital advertising obligation to Franchisor, its Affiliates, or a designated vendor to spend on Franchisee's behalf (e.g., for paid digital advertising); such payment shall be made on or before the fifth (5^{th}) day of each month, beginning on the date the Business opens for business and continuing for the Term, *provided that,* the first payment shall be pro-rated for the first month. Franchisee shall provide proof of such local digital advertising expenditures upon Franchisor's request therefor.

6.04 Automated Bank Draft. All Royalty Fees, Brand Contributions, Technology Fees, Software License and Innovation Fees, Managed Marketing Fees, Minimum Local Advertising Obligations, and Advertising Cooperative contributions if applicable, and other fees or contributions required to be paid to Franchisor or any Advertising Cooperative hereunder shall be paid by automated bank draft or such other method as determined by Franchisor or the Advertising Cooperative, as applicable, in its sole discretion. Notwithstanding any required payment dates set forth herein, Franchisor (or its Affiliate) may in its sole discretion elect to collect any fees due from Franchisee on a more frequent basis (e.g., Franchisor adopts a different method of payment or there is a history of insufficient funds in Franchisee's designated payment account). Upon Franchisor's request, Franchisee shall each month submit a monthly statement reporting its Gross Revenue and other information as Franchisor may require, prepared on a form prescribed by Franchisor, to Franchisor by the fifth (5^{th}) day of each month for the preceding calendar month. At the signing of this Agreement, Franchisee shall also sign the ACH authorization form attached as Exhibit F. Upon Franchisor's written notice to Franchisee, Franchisee agrees to execute such further forms and written authorizations as are required to establish electronic funds transfers to pay the fees due hereunder. Franchisee agrees to maintain sufficient funds in its bank accounts to pay the amounts due hereunder.

6.05 Late Payments and Insufficient Funds. A late fee of $50 will be imposed upon Franchisee for each instance in which Franchisee fails to pay any amount owed to Franchisor. All overdue payments for fees required to be paid hereunder also shall bear interest from the date due at the rate specified by Franchisor from time to time, up to the highest rate permitted by law, but in no event shall such rate exceed one and one-half percent (1½%) per month. Interest shall accrue on all late payments regardless of whether Franchisor exercises its right to terminate this Agreement as provided for herein. In addition to its right to charge interest as provided herein, and in addition to the return costs charged by Franchisor's bank, Franchisor may charge Franchisee a $30 insufficient funds fee for each check, automated bank draft payment, or other payment method that is not honored by Franchisee's financial institution.

6.06 Application of Payments. Notwithstanding designation by Franchisee to the contrary, all payments made by Franchisee hereunder will be applied by Franchisor at its discretion to any of Franchisee's past due amounts. Franchisee acknowledges that Franchisor has the right to set-off amounts Franchisee owes Franchisor against any amounts Franchisor may owe Franchisee. Franchisee agrees not to set off or withhold payment of any monthly or other amounts due to Franchisor or its Affiliates, due to the nonperformance or alleged nonperformance by Franchisor of any of its obligations hereunder.

7. RESTRICTIVE COVENANTS.

7.01 Covenants Not to Compete.

(a) Non-Competition during Term. In addition to and not in limitation of any other restrictions on Franchisee contained herein, Franchisee and Franchisee's spouse, and, if Franchisee is not an individual, each of its Owners and their spouses (each, a "Restricted Party"), agree that they will not, directly or indirectly, for and on behalf of itself, himself, herself or any other Person, without the prior written consent of Franchisor, during the Term (i) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, regardless of location or (ii) perform services as a director, officer, manager, employee, consultant, advisor, representative, agent, or otherwise for a Competitive Business, regardless of location.

(b) Post-Term Non-Competition. In addition to and not in limitation of any other restrictions on Franchisee contained herein, Franchisee and the Restricted Parties agree that they will not, for two (2) years following the effective date of termination or expiration of this Agreement for any reason, or following the date of a Transfer by Franchisee, or, with respect to a Restricted Party only, by such Restricted Party, directly or indirectly, for and on behalf of itself, himself, herself or any other Person, without the prior written consent of Franchisor, (i) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business or (ii) perform services as a director, officer, manager, employee, consultant, advisor, representative, agent, or otherwise for a Competitive Business which, in either case, is located or operating within the Protected Territory or within a twenty-five (25) mile radius of the Premises or of any Game Show Studio Business open or under development as of the effective date of such termination or expiration of this Agreement or of such Transfer.

(c) General. The parties acknowledge that the covenants contained in this Section 7.01 are given in consideration of the fact that Franchisee and the Restricted Parties will possess knowledge of Franchisor's business and operating methods and Confidential Information, disclosure and use of which would prejudice the interest of Franchisor and its franchisees and licensees of other Game Show Studio Businesses. Franchisee further understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. If any part of this restriction or any restriction in this Section 7 is found to be unreasonable in scope, time or distance, such scope, time or distance may be reduced by appropriate order of the court to that deemed reasonable. Franchisor shall, as a matter of course, receive injunctive relief to enforce such covenants in addition to any other relief to which it may be entitled at law or in equity. Franchisor shall receive such injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived.

7.02 Confidential Information.

(a) Franchisee acknowledges and agrees that in connection with the ownership, development and/or operation of Game Show Studio Businesses by Franchisor and/or its Affiliates, Franchisor and its Affiliates have developed at great expense Confidential Information that is part of the System and that is not commonly known by or available to the public. This Confidential Information does not include any information that (i) is commonly known by or available to the public; (ii) has been voluntarily disclosed to the public by Franchisor or its Affiliates; (iii) has been independently developed or lawfully obtained by Franchisee (other than by virtue of disclosure by Franchisor or its Affiliates in connection with this Agreement), as Franchisee can demonstrate with written documentation; or (iv) has otherwise entered the public domain through lawful means.

(b) Franchisee and each Restricted Party agree that while this Agreement remains in effect such party will not, directly or indirectly, disclose or publish to any Person, or copy or use for such party's own benefit, or for the benefit of any other Person, any Confidential Information, except as required to carry out Franchisee's obligations under this Agreement or as Franchisor has otherwise expressly approved in writing. Franchisee will implement all reasonable procedures Franchisor prescribes from time to time to prevent the unauthorized use or disclosure of Confidential Information. Franchisee agrees Franchisee may not use any Confidential Information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without Franchisor's prior written approval. Franchisee must not, without Franchisor's prior written consent, input any Confidential Information into any generative AI platform or disclose any information to any provider or source of generative AI services. Franchisee must opt out of allowing any provider or source of generative AI to utilize Confidential Information for training of any AI model or for other purposes. As between Franchisor, on the one hand, and Franchisee and the Restricted Parties, on the other hand, all Confidential Information is the sole and exclusive property of Franchisor. Franchisee and each Restricted Party agree that the restrictions contained in the preceding sentences in this Section 7.02(b) will remain in effect with respect to Confidential Information for ten (10) years following termination or expiration of this Agreement for any reason; provided, however, if the Confidential Information rises to the level of a trade secret under applicable law, then such restriction shall remain in effect until such time as the information does not constitute a trade secret. Franchisee also agrees that it and all of its Personnel will take appropriate steps to protect Confidential Information from any unauthorized disclosure, copying or use. At any time upon Franchisor's request, and in any event upon expiration or termination of this Agreement, Franchisee will immediately return any copies of documents where there are materials containing Confidential

Information and will take appropriate steps to permanently delete and render unusable any Confidential Information stored electronically.

7.03 Data and Customers. In addition to the obligations set forth in Sections 7.01 and 7.02 above, Franchisee: (a) shall not reproduce, release or in any way make available or furnish, either directly or indirectly, to any Person at any time, any information concerning the customers of Franchisee under this Agreement, which may be used to solicit sales or business from such customers including, but not limited to, the type of sales or business covered by this Agreement; (b) shall protect all said customer information from disclosure, destruction, loss or theft during the Term and until all copies of customer lists and copies of all other information concerning customers are turned over to Franchisor; (c) agrees not to use or permit to be used said information concerning Franchisee's customers in any manner except in the performance of this Agreement; and (d) shall at all times maintain any information, including lists, relating to the customers of Franchisee separate and distinct from any customer information Franchisee may maintain that is unrelated to this Agreement. In addition to the obligations set forth above, upon termination of this Agreement for any reason, Franchisee shall immediately deliver to Franchisor all copies of lists of customers and copies of all other information concerning customers, including, but not limited to, all computer generated data regarding such customers, and neither Franchisee nor its directors, officers, Owners, managers, employees, successors and assigns shall use any said information concerning such customers to solicit any of such customers. All of the information Franchisor or its Affiliates obtain from Franchisee or the Game Show Studio Business, and all information in Franchisee's or Franchisor's records about the customers of the Game Show Studio Business (the "Information") and all revenues Franchisor derives from the Information will be Franchisor's property. However, Franchisee may at any time during the Term use it in the operation of the Game Show Studio Business (but for no other purpose), to the extent lawful and at Franchisee's sole risk and responsibility, any information that Franchisee acquires from third parties in operating the Game Show Studio Business, including customer data. The Information (except for information Franchisee provides to Franchisor or its Affiliates about Franchisee and its Affiliates, including Franchisee's respective officers, directors, shareholders, partners, or Owners) will become Franchisor's property, which Franchisor may use for any reason Franchisor deems necessary or appropriate in its discretion. Franchisee hereby authorizes any software providers or other vendors to release this information to Franchisor at any time. After termination or expiration of this Agreement, Franchisee will no longer use any of the Information, except to comply with Franchisee's post-term obligations under this Agreement.

7.04 Personal Covenants of Restricted Parties. As a condition to the effectiveness of this Agreement, and at the time Franchisee delivers this signed Agreement to Franchisor, each Restricted Party must sign and deliver to Franchisor the Personal Covenants attached hereto as Exhibit D (the "Personal Covenants"), agreeing to be bound personally by all the provisions of Sections 7.01, 7.02 and 7.03 and 13.05 hereof. If there are any changes in the identity of any such Restricted Party while this Agreement is in effect, Franchisee must notify Franchisor promptly and cause the new Restricted Party to sign and deliver to Franchisor the Personal Covenants.

7.05 Agreements by Other Third Parties. As a condition to Franchisor's execution of this Agreement, Franchisee, if requested by Franchisor, shall cause each of its management and supervisory employees and other employees to whom disclosures of Confidential Information are made to execute a nondisclosure agreement in the form(s) approved or prescribed by Franchisor from time to time, which shall include specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them

7.06 Reasonable Restrictive Covenants. Franchisee and each Restricted Party acknowledge and agree that the covenants and restrictions in this Section 7: (a) are reasonable, appropriate and necessary to protect the System, other Game Show Studio Businesses and the legitimate interest of

Franchisor and its Affiliates, and (b) do not cause undue hardship on Franchisee or any of the other individuals required by this Section 7 to comply with the covenants and restrictions.

8. YOUR ORGANIZATION AND MANAGEMENT.

8.01 Organizational Documents. If Franchisee is an Entity as of the date hereof, or if the original Owner(s) of the franchise sign this Agreement in their individual capacities and thereafter elect to Transfer this Agreement (as may be permitted herein) to an Entity, the Franchisee and each of the Owners represent, warrant and agree that: (a) the Franchisee Entity is duly organized and validly existing under the laws of the state of its organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, it is duly qualified to transact business in the state in which the Business is located; (b) the Franchisee Entity has the authority to execute and deliver this Agreement and to perform Franchisee's obligations hereunder; (c) true and complete copies of the articles or certificate of incorporation, partnership agreement, by-laws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents relating to the ownership, organization, capitalization, management and control of the Franchisee Entity have been delivered, if requested, to Franchisor and all amendments thereto shall be promptly delivered to Franchisor upon request; and (d) the Franchisee Entity's activities are restricted to those necessary solely for the development, ownership and operation of one or more Game Show Studio Businesses in accordance with this Agreement and in accordance with any other agreements entered into with Franchisor or any of its Affiliates.

8.02 Disclosure of Ownership Interests. Attached hereto as Exhibit B is a list of the names, addresses and email addresses of each Owner and the percentage of such interest in Franchisee owned by such Owner. Franchisee agrees to notify Franchisor in writing whenever there is any change in the Franchisee's organizational structure, ownership interest, or any other information set forth on Exhibit B. Franchisor may require each Owner (and the spouse of each Owner) owning an interest in Franchisee of five percent (5%) or more to execute the Personal Guaranty attached hereto as Exhibit C.

8.03 Management of Business.

(a) Operating Principal. Franchisee must designate an "Operating Principal" who: (i) is designated by Franchisee to assume primary responsibility for managing the Business, (ii) will devote best efforts to the development, management, and operation of the Business, (iii) owns and controls, or has the right to own and control, subject to conditions reasonably acceptable to us, not less than twenty percent (20%) of Franchisee's equity and voting rights, (iv) shall be identified on Exhibit B, (v) has completed Franchisor's initial training program to its satisfaction, and (vi) unless a separate General Manager is designated as described in this Agreement (A) must devote full-time and best efforts to the supervision of the Business, and (B) without our written consent, must not engage in any business other than the operation of the Business. The Operating Principal must be empowered with full authority to act for Franchisee and Franchisor will be entitled to rely solely on the decision of the Operating Principal without discussing the matter with any other party. Franchisee shall provide Franchisor with a copy of any proposed arrangement, agreement or contract, and all amendments thereto, with the Operating Principal for Franchisor's prior review and approval, and upon approval thereof, executed copies thereof. Franchisor shall have no responsibility, liability or obligation to any party to any such arrangement, agreement or contract, or any amendments thereto, on account of Franchisor's approval thereof or otherwise, and Franchisee agrees to indemnify and hold Franchisor harmless with respect thereto.

(b) General Manager. In the event that Franchisee's Operating Principal elects not to supervise the management and day-to-day operations of the Business, at least sixty (60) days prior to the opening of the Business, Franchisee shall designate and retain at all times during the Term a General Manager who meets Franchisor's qualifications to supervise the day-to-day operation of the Business.

The General Manager must complete all designated training programs to the satisfaction of Franchisor. The General Manager must devote full time and best efforts to the supervision of the Business and shall not engage in any other business, including the supervision or management of any additional Game Show Studio Businesses. Each Game Show Studio Business must have a different General Manager. Franchisee acknowledges and agrees that the appointment of a General Manager will not relieve the Operating Principal of his or her supervisory responsibilities for the operation of the Business. Franchisee and the Operating Principal shall remain fully responsible for the General Manager's performance. In the event that the General Manager leaves Franchisee's employment, dies or becomes disabled, or ceases to meet Franchisor's qualifications, the Operating Principal must immediately assume operational management and supervision of the Business on a full-time basis.

(c) Designation. The names of Franchisee's Operating Principal and General Manager, along with such other information Franchisor shall require in order to determine if such individuals meet Franchisor's qualifications, shall be provided to Franchisor in writing, and Franchisee shall keep such information current at all times during the Term. Franchisee must promptly notify Franchisor in writing if Franchisee's Operating Principal or any General Manager cannot continue or no longer qualifies to serve in that capacity and Franchisee must take corrective action within thirty (30) days after any such notice.

9. OPERATING STANDARDS AND FRANCHISEE OBLIGATIONS.

9.01 Obligations of Franchisee. Franchisee recognizes the mutual benefit to Franchisee, Franchisor and other Game Show Studio Businesses of the uniformity of the appearance, products, services and advertising of the System and acknowledges and agrees that such uniformities are necessary for the successful operation of a Game Show Studio Business. Franchisee also acknowledges and agrees that Franchisor has worked to develop and maintain a reputation for excellence with respect to the products and services sold under the Marks and at Game Show Studio Businesses, and Franchisee acknowledges and agrees that it is of the utmost importance to Franchisor, Franchisee and all other Game Show Studio Businesses that such reputation be maintained. As such, Franchisee covenants and agrees with respect to the operation of the Business that Franchisee and its employees and agents will comply with all of the requirements, standards, specifications, and methods of the System and the Operations Manual, and will throughout the Term:

(a) Operate the Business and prepare and sell all products, services and merchandise sold therein in accordance with, and comply with all requirements of, this Agreement, Franchisor, the System and the Operations Manual as they are now or hereafter established, including, without limitation, any specifications, standards, business practices and policies. The Business' days and hours of operations must be approved in writing by Franchisor and in accordance with Franchisor's standards. Franchisor and its duly authorized representatives shall have the right, if they so elect, at all reasonable times, to enter and inspect the Business to ensure that Franchisee is in compliance therewith and to test any and all equipment, systems, and products used in connection with the operation of the Business.

(b) Maintain at all times, at its expense, the Business and its equipment, fixtures, furnishings, furniture, décor, premises, and interior and exterior signs in a clean, attractive and safe condition in conformity with the Operations Manual and Franchisor's high standards and public image. Franchisee shall promptly make all repairs and replacements thereto as may be required to keep the Business in compliance with Franchisor's specifications. If Franchisor changes the System or standards of operation with respect to the Business, Franchisee expressly agrees to comply with each change within such reasonable time as Franchisor may require, or if no time is specified, within thirty (30) days after receiving notification of the change. Franchisee shall also maintain maintenance contracts and/or service contracts on all equipment and machinery as may be designated by Franchisor and Franchisor shall have the right to designate the vendor(s) for such contracts and the requirements for the contracts.

(c) Comply with all applicable laws, rules, ordinances, regulations and licensing and permitting requirements that affect or otherwise concern the Business, the Premises, or any other business with which a Store-Within-A-Store Model is co-located, including, without limitation, municipal ordinances, alcoholic beverage control laws and regulations, zoning, disability access, signage, fire and safety, sales tax registration, health and sanitation, construction, HVAC, plumbing, mold remediation, lead paint and asbestos testing and abatement services, environmental laws, and other data privacy regulations, guidelines and best practices. Franchisee must promptly forward to Franchisor any correspondence stating that Franchisee is not in compliance with any laws, rules, ordinances and regulations. Franchisee may be required to secure approval from a local governing body, such as a city council, to operate the Business. In no event will Franchisee support or promote restrictions on the operation of the Business within the Protected Territory without the prior written consent of Franchisor. Franchisee must abide by: (a) the Payment Card Industry Data Security Standards ("PCIDSS") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("FACTA"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("Electronic Payment Requirements"). If Franchisee or Franchisor is required by one of the credit card companies or another third party (including any governmental body) to provide evidence of compliance with PCIDSS, FACTA or applicable Electronic Payment Requirements, Franchisor may require Franchisee to provide, or make available, to Franchisor copies of an audit, scanning results, or related documentation relating to such compliance. If Franchisee suspects or knows of a security breach, Franchisee must immediately give Franchisor notice of such security breach and promptly identify and remediate the source of any compromise or security breach. Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Game Show Studio Business.

(d) Maintain sufficient staff to operate the Business at its maximum capacity and efficiency, and operate the Business for such hours or days so approved by Franchisor.

(e) Require all employees of the Business to abide by the System dress code and to conduct themselves at all times in a competent and courteous manner and use best efforts to ensure that its employees maintain a neat and clean appearance and render competent, sober and courteous service to customers of the Business. Notwithstanding anything contained herein to the contrary, Franchisor shall have no control over Franchisee's employees, including, without limitation, work hours, scheduling, recordkeeping, wages, supervision, discipline, hiring or firing.

(f) To pay when due all amounts which it owes to anyone for supplies, equipment, services, and other items used in connection with the Business and all payments owed hereunder or under any other agreement entered into in connection with the operation of the Business. Franchisee must notify Franchisor immediately when and if Franchisee becomes more than thirty (30) days delinquent in the payment of any of the obligations mentioned above.

(g) Prominently display at the Business, signs using the name "GAME SHOW STUDIO," and/or other signs, of such nature, form, color, number, location and size, and containing such material as Franchisor may from time to time reasonably direct or approve in writing; and not display in the Business or on the Premises or elsewhere any sign or advertising media of any kind to which Franchisor reasonably objects.

(h) Refrain from deviating from the specifications of materials, equipment, products and services, as specified by Franchisor, without the prior written consent of Franchisor, adhere to all changes, alterations, additions and subtractions thereof, thereto or therefrom as specified by Franchisor from time to time, follow all specifications of Franchisor as to the uniformity of products and services, and quality and quantity of Business products and services sold, and offer and sell only such products and services as are designated by Franchisor.

(i) Participate in all national, regional or local advertising and promotional activities Franchisor or an Advertising Cooperative requires. Franchisee understands that Franchisor does or may implement promotions such as discount coupons, certificates, frequent customer cards, special promotions, gift cards and other activities intended to enhance customer awareness of the System on a national, regional or local level. Franchisor may establish procedures and regulations related to these promotions in the Operations Manual and Franchisee agrees to honor and participate in these programs in accordance with such procedures and regulations specified by Franchisor in the Operations Manual or otherwise in writing.

(j) Refurbish equipment, studio rooms, computers and software at Franchisee's expense to conform the Business to the then-current image for Game Show Studio Businesses, including, without limitation, with respect to trade dress, color schemes and presentation of the Marks.

(k) Become and remain in good standing a member of any purchasing and/or distribution cooperative or program designated by Franchisor and/or established by Franchisor for the System. In addition, as required by Franchisor, maintain contracts with, or participate in any Franchisor contracts, with any third-party(ies) offering customer service, mystery shopper, or other service programs designed to audit, survey, evaluate or inspect business operations. Franchisee understands that Franchisor has the right to specify the third party(ies) and the required level of participation in such programs and that Franchisee will bear the cost thereof.

(l) To the extent allowed by law, abide by any maximum, minimum or other pricing requirements established by Franchisor with respect to products and services provided at the Business.

(m) Refer all inquiries, leads and potential customers who are located outside of the Protected Territory to Franchisor or other franchisees as directed by Franchisor in accordance with its policies and procedures.

(n) Attend, or have the Operating Principal and the person holding a controlling interest in the Business (if different) attend, Franchisor's annual conference of franchisees, if one is held, and pay any amounts charged by Franchisor for all attendees, including any required attendees who did not attend.

(o) Immediately notify Franchisor of—and deliver to Franchisor a copy of—any notice about a breach, default, claim, lawsuit, administrative or agency proceedings or investigations, or other actions or proceedings relating to the Business. Upon request from Franchisor, Franchisee will provide additional information as may be required by Franchisor about the same.

9.02 <u>Purchases and Approved Suppliers</u>.

(a) Franchisee shall purchase or lease all products, vehicles, machinery, equipment, signs, décor, uniforms, fixtures, furnishings, services, merchandise and other supplies and products (including any Proprietary Products) required for the establishment and operation of the Business from suppliers designated or approved in writing by Franchisor (as used in this <u>Section 9</u> the term "supplier" shall include manufacturers, distributors and other forms of suppliers). In determining whether it will approve any particular supplier, Franchisor shall consider various factors, including but not limited to whether the supplier can demonstrate, to Franchisor's continuing reasonable satisfaction, the ability to meet Franchisor's then-current standards, specifications and requirements for such items; whether the supplier possesses adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; whether approval would enable the System, in Franchisor's sole opinion, to take advantage of marketplace efficiencies; and whether the supplier has been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier, and has not thereafter been disapproved. Franchisor reserves the right to designate, at any time and for any reason, a single supplier for any equipment, supplies, services, or products (including any Proprietary Products) and to require Franchisee to purchase exclusively from such Designated Supplier, which exclusive Designated Supplier may be Franchisor or an affiliate of Franchisor.

(b) Notwithstanding anything to the contrary in this Agreement, Franchisee shall purchase all of its requirements for Proprietary Products from Franchisor's designee(s), as set forth in Section 9.03 below (through such distributor or distributors as Franchisor may designate). Franchisor shall have the right to introduce additional, substitute new, or discontinue Proprietary Products from time to time.

(c) If Franchisee desires to purchase any products or other items, equipment, fixtures, furnishings, supplies or services from suppliers other than those previously designated or approved by Franchisor, Franchisee must first submit to Franchisor a written request for authorization to purchase such items. Franchisee shall not purchase from any supplier until, and unless, such supplier has been approved in writing by Franchisor. Franchisor may deny such approval for any reason, including its determination to limit the number of approved suppliers. Franchisee must submit to Franchisor such information and samples as Franchisor may reasonably require, and Franchisor shall have the right to require periodically that its representatives be permitted to inspect such items and/or supplier's facilities, and that samples from the proposed supplier, or of the proposed items, be delivered for evaluation and testing either to Franchisor or to an independent testing facility designated by Franchisor. Permission for such inspections shall be a condition of the initial and continued approval of such supplier. Franchisor's then-current charge (of not less than the reasonable cost of the evaluation and testing, but not to exceed Five Thousand Dollars ($5,000)) shall be paid by Franchisee. Franchisor may also require that the supplier comply with such other requirements as Franchisor may deem appropriate, including payment of reasonable continuing inspection fees and administrative costs, or other payment to Franchisor by the supplier on account of their dealings with Franchisee or other franchisees, for use, without restriction (unless otherwise instructed by the supplier) and for services that Franchisor may render to such suppliers.

(d) Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Upon receipt of written notice of such revocation, Franchisee shall cease to sell or use any disapproved item, service, products and/or cease to purchase from any disapproved supplier.

(e) Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier, nor to require Franchisor to make available to prospective suppliers, standards and specifications for formulas, which Franchisor shall have the right to deem confidential.

(f) Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at Franchisor's sole option, Franchisor may establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally known suppliers who are willing to supply all or some Game Show Studio Businesses with some or all of the products and/or services that Franchisor requires for use and/or sale in the development and/or operation of Game Show Studio Businesses. In this event, Franchisor may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use for some or all products and other products and services, and/or refuse any of Franchisee's requests if Franchisor believes that this action is in the best interests of the System or the franchised network of Game Show Studio Businesses. Franchisor shall have unlimited discretion to approve or disapprove of the suppliers who may be permitted to sell products or services to Franchisee.

(g) Franchisor and its Affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealings with Franchisee and other franchisees; and Franchisor may use all amounts so received for any purpose Franchisor and its Affiliates deem appropriate. The Operations Manual and other communications will identify the System's standards and specifications and the names of Designated Suppliers and approved suppliers. If Franchisor or its Affiliates are or become a Designated Supplier or an approved supplier, Franchisor and/or such Affiliates may charge Franchisee a reasonable mark-up, surcharge and/or handling fee on any items Franchisee purchases therefrom. Monies paid will include a profit for Franchisor and/or such Affiliates. All Proprietary Products and/or other products or services sold by Franchisor and/or its Affiliates to Franchisee shall be subject to Franchisor's or the applicable Affiliate's then current terms and conditions of sale.

9.03 Proprietary Products. Franchisor may, from time to time throughout the Term, in its sole discretion, require that Franchisee use, offer and/or promote, and maintain in stock at the Business in such quantities as are needed to meet reasonably anticipated consumer demand, certain products which are manufactured in accordance with Franchisor's and its Affiliates' proprietary specifications and/or formulas, which bear the Marks, or which are unique to the System or Franchisor ("Proprietary Products"). Franchisee shall purchase Proprietary Products only from Franchisor or its Affiliates or such independent third parties whom Franchisor authorizes to manufacture and/or distribute Proprietary Products ("Designated Suppliers"). Franchisor shall not be obligated to reveal such specifications, and/or formulas of such Proprietary Products to Franchisee, non-designated suppliers, or any other Person. Franchisee agrees not to reverse-engineer, assemble or analyze any Proprietary Product. Franchisor expressly reserves the right to designate any product as a Proprietary Product from time to time, in its discretion.

Franchisee acknowledges and agrees that the Proprietary Products offered and sold by Game Show Studio Businesses are manufactured in accordance with standards and specifications of Franchisor and/or Franchisor's affiliates, and are Proprietary Products of Franchisor and/or its Affiliates. In order to maintain the high standards of quality and uniformity associated with Proprietary Products sold at all Game Show Studio Businesses in the System, Franchisee agrees to purchase Proprietary Products only from Franchisor and/or its Affiliates or their designee(s), and not to offer or sell any other items not approved by Franchisor at or from the Game Show Studio Businesses. In connection with the handling, storage, transport and delivery of any Proprietary Products purchased from Franchisor, its Affiliates or designee(s), Franchisee acknowledges that any action or inaction by any third party (e.g., an independent carrier) in connection with the handling, storage, transport and delivery of the Proprietary Products shall not be attributable to nor constitute negligence of Franchisor.

9.04 Computer System and Required Software; Software License. The following terms and conditions shall apply with respect to the Computer System and Required Software:

(a) Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Game Show Studio Businesses, including without limitation: (i) computerized data processing systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Game Show Studio Businesses, between or among Game Show Studio Businesses, and between and among the System and Franchisor and/or Franchisee; (ii) credit card, debit card, and other non-cash payment systems, and related hardware; (iii) physical, electronic, and other security systems; (iv) tablets, printers and other peripheral devices; (v) archival back-up systems; and (vi) internet access mode and speed (collectively, the "Computer System").

(b) Franchisor shall have the right, but not the obligation, to develop or have developed for it, or to designate: (i) the Required Software that Franchisee must use in connection with the Computer System, which Franchisee shall install and use (or access, if provided on a hosted basis); (ii) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee shall install and use (or implement, if provided on a hosted basis); (iii) the tangible media upon which Franchisee shall record data; and (iv) the database file structure of Franchisee's Computer System. The Required Software may include Proprietary Software and software provided by third-party vendors. Franchisee may request in a written submission to Franchisor that Franchisee be permitted use an alternative to any Required Software, and, based on its then-current requirements, Franchisor may approve of such an alternative in its sole and absolute discretion. If at any time after approval of any such alternative to Required Software, the alternative software fails to meet Franchisor's then-current requirements, Franchisor may rescind approval of the alternative software and Franchisee shall transition to Franchisor's Required Software within thirty (30) days.

(c) Franchisee shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as Franchisor may request in writing, and Franchisor may periodically require Franchisee, at its expense, to upgrade or update the Computer System and Required Software to remain in compliance with the standards and specifications required by Franchisor (collectively, "Computer Upgrades").

(d) Franchisee shall comply with all specifications issued by Franchisor with respect to the Computer System and the Required Software (including Proprietary Software), and with respect to Computer Upgrades. Franchisee shall also afford Franchisor unimpeded access to Franchisee's Computer System and Required Software as Franchisor may request, in the manner and form, and at the times, requested by Franchisor.

(e) Franchisor may require Franchisee to pay Franchisor, an Affiliate, or Franchisor's designated third party(ies) reasonable fees to license, support, maintain, and upgrade the Computer System and/or the Proprietary Software (including any software license, innovation, support, or similar fees) and to provide related services. Franchisee is solely responsible for all costs and fees associated with any Required Software that is not Proprietary Software, including all third-party license fees, subscriptions, and related charges. If Franchisor does not directly provide the applicable technology services or software, Franchisee may be required to sign a separate agreement with Franchisor's designated provider (which may be an Affiliate of Franchisor) governing such services.

(f) Franchisor and its Affiliates (or Franchisor's designated third-party licensors) own or have the right to license the Proprietary Software. Subject to Franchisee's compliance with this Agreement (including timely payment of all fees and compliance with System Standards) and solely for the purpose of operating the Business at the Premises in accordance with this Agreement, Franchisor hereby grants to Franchisee a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use the Proprietary Software. The foregoing license is limited to use in connection with the Business at the Premises and may not be used for any other business, location, or purpose.

(g) Franchisee acknowledges that the Proprietary Software is licensed, not sold. As between the parties, Franchisor and its Affiliates and/or their respective licensors retain all right, title, and interest in and to the Proprietary Software and all intellectual property and proprietary rights therein. No rights are granted to Franchisee except as expressly set forth in this Agreement. Franchisee will not acquire any ownership interest in the Proprietary Software, or in any updates, enhancements, or new games made available as part of the Proprietary Software, regardless of any fees paid by Franchisee.

(h) Franchisee shall not, and shall not permit any person to: (i) copy, reproduce, translate, adapt, modify, create derivative works from, or otherwise alter the Proprietary Software, except as expressly authorized by Franchisor in writing; (ii) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive source code, underlying ideas, algorithms, or structure of the Proprietary Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, transfer, disclose, or otherwise make the Proprietary Software available to any third party; (iv) circumvent or disable any security, access controls, encryption, digital rights management, or usage limitations in the Proprietary Software; (v) remove, obscure, or alter any proprietary notices, trademarks, or legends in the Proprietary Software; or (vi) use the Proprietary Software in any manner that is unlawful, infringes or misappropriates any intellectual property right, or materially interferes with, disrupts, or compromises the operation, security, or integrity of the System. Franchisee shall promptly notify Franchisor of any unauthorized access to or use of the Proprietary Software of which Franchisee becomes aware and shall reasonably cooperate with Franchisor in investigating and remedying any such unauthorized access or use.

(i) Franchisor may (but is not required to), in its discretion, develop, modify, update, replace, or discontinue the Proprietary Software or any portion of it (including game content and new games) from time to time, and may require Franchisee to install or implement updates, patches, modifications, or enhancements to the Proprietary Software as part of System Standards. Franchisee shall promptly install and use only the then-current version(s) of the Proprietary Software specified by Franchisor, and Franchisee acknowledges that Franchisor may implement updates remotely where technically feasible.

(j) Franchisee is solely responsible, at its expense, for procuring, licensing, maintaining, and complying with the terms applicable to any Required Software that is not Proprietary Software (including all third-party software, subscriptions, and related services). Franchisor has no responsibility for the performance, availability, or continued operation of any third-party Required Software or third-party platforms on which any Required Software may rely, except to the extent (if any) expressly set forth in a separate written agreement signed by Franchisor.

(k) Without limiting any other rights or remedies, Franchisor may suspend Franchisee's access to and license to use the Proprietary Software (in whole or in part) upon: (i) Franchisee's failure to timely pay any fees due with respect to the Proprietary Software, the Computer System, or the Required Software; (ii) Franchisee's material breach of this Agreement, including but not limited to breaches relating to the use, security, confidentiality, or integrity of the Proprietary Software; (iii) a suspected or actual security incident involving the Proprietary Software, where suspension is reasonably necessary to protect the System or other franchisees; or (iv) termination or expiration of this Agreement. Upon any expiration or termination of the license or this Agreement, Franchisee shall immediately cease using the Proprietary Software and comply with Franchisor's reasonable instructions regarding return, deletion, deactivation, or certification of destruction of access credentials and any copies (if any) of the Proprietary Software, except to the extent technically restricted by the manner of delivery (e.g., hosted access).

(l) Franchisee shall provide Franchisor with unimpeded access to the Computer System and the Required Software (including the Proprietary Software) as reasonably requested by Franchisor for purposes of: (i) support and troubleshooting; (ii) verifying compliance with System Standards and this Agreement; (iii) implementing or verifying installation of Computer Upgrades and updates; and (iv) confirming the accuracy and completeness of sales, transaction, and other data used to calculate fees due under this Agreement. Franchisor may monitor usage of the Proprietary Software and collect operational and performance data generated through the Proprietary Software and the Computer System as part of operating and improving the System, subject to Franchisor's data security and privacy practices as may be described in the Operations Manual and applicable law.

9.05 Insurance. Franchisee agrees to maintain in force policies of insurance issued by carriers approved by Franchisor covering various risks, as specified by Franchisor from time to time in the Operations Manual. Franchisor reserves the right to specify the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time, including excess liability insurance. Each insurance policy must name Franchisor and any Affiliate Franchisor designates as additional named insured, contain a waiver of all subrogation rights against Franchisor, its Affiliates, and any successors and assigns, and provide for thirty (30) days' prior written notice to Franchisor of any material modifications, cancellation, or expiration of such policies. Franchisee's obligation to maintain insurance coverage shall not be affected by reason of any separate insurance maintained by Franchisor, nor will the maintenance of such insurance relieve Franchisor of any obligations under this Agreement or otherwise.

No later than one (1) week before the scheduled opening of the Business, Franchisee shall provide Franchisor with: (1) a copy of each insurance policy to be maintained by Franchisee for the Term; and (2) evidence of premium payment for each such policy. Franchisor may from time-to-time request from Franchisee copies of current and/or updated insurance policies and evidence of premium payments, and Franchisee shall provide such requested materials within seven (7) days of the request. If Franchisee fails to maintain the required insurance coverage, fail to furnish satisfactory evidence thereof or fail to pay its insurance premiums, Franchisor reserves the right to obtain such insurance coverage on Franchisee's behalf. Franchisee shall fully cooperate with Franchisor in efforts to obtain such insurance policies, promptly execute all forms or instruments required, allow any required inspections of the Business(es), and pay to Franchisor, on demand, any costs and premiums incurred by Franchisor.

9.06 Customers. During the Term, Franchisee will conform to all quality and customer service standards prescribed by Franchisor in writing. All of the services performed by Franchisee shall be of a high standard of workmanship and quality. Franchisee shall at all times maintain a general policy of satisfaction of customers and shall address all complaints of and controversies with customers arising out of the operation of the Business. Franchisee shall use its best efforts to respond to each customer complaint within twenty-four (24) hours after receipt of such complaint from the customer or from Franchisor (if the customer complains first to Franchisor). If Franchisee fails to respond to a complaint within such twenty-four (24) hour period, Franchisor may intervene and address and/or resolve such complaint (without incurring liability); if Franchisor incurs costs and/or expenses in addressing and/or resolving the complaint, Franchisor may charge such costs and/or expenses back to Franchisee the full amount of such costs and expenses. Franchisee shall comply with all customer service standards and procedures adopted by Franchisor as necessary to protect the goodwill of the System.

9.07 National and Regional Accounts. Franchisor, or others acting on its behalf, may from time to time establish customer accounts of that have multiple locations across the country and possess either a national or regional presence (each, a "National Account"). Franchisor will have the sole right to establish such programs and pricing for National Accounts as it deems to be in the best interest of the System, in its sole discretion, which may be lower than what Franchisee offers at its Business. Franchisee will have the opportunity to participate in, and receive the benefits of, programs Franchisor established with National Accounts as set forth herein. Franchisee acknowledges that such National Account activities are reserved unto Franchisor; however, to the extent that Franchisor refers any business from such National Account to its franchisees, Franchisor shall assign such bookings to franchisees with the nearest protected territory to the site of the specific National Account opportunity, to the extent such franchisee (a) is qualified and has the capacity and capability, in Franchisor's sole judgment, to handle such referral, (b) meets Franchisor's then-current policies, and (c) agrees to the terms and conditions of participating in the National Account opportunity, including pricing, as may be offered by Franchisor to the National Account. If Franchisee on more than two (2) occasions is unable to service a National Account, Franchisor may: (a) not offer you any additional opportunities to provide products and services to National Accounts in the Protected Territory, (b) designate Franchisor, its Affiliate, or another franchisee or licensee to do so, without compensation to Franchisee, and (c) require additional training for Franchisee so Franchisee is able to service National Accounts.

9.08 Right to Use Franchisee's Name. Both before and after the expiration or termination of this Agreement, Franchisee agrees to give Franchisor and those acting under Franchisor's authority the right to reasonably and fairly use Franchisee's name, photograph or biographical material (including the names, photographs or biographical materials regarding Franchisee's Owners) in any publication, circular or advertisement related to the business of Franchisor or Franchisee, in any place for an unlimited period, without compensation.

9.09 Existing Operators. If Franchisee or one or more of its Affiliates or Owners operates or manages an existing business as of the Effective Date of this Agreement that it is converting to a Game Show Studio Business (an "Existing Business"), Franchisee, on its behalf and on behalf of its Affiliates and Owners, makes the following representations:

(a) There is no pending or, to Franchisee's knowledge, threatened litigation, proceeding or investigation against or affecting the Existing Business.

(b) The Existing Business has been managed and operated in material compliance with all federal, state and local laws, regulations and ordinances, and the Existing Business has not received a notice from any governmental authority which asserts or alleges a violation of law.

(c) All information given to Franchisor by Franchisee with respect to Franchisee's prior revenues, profits, expenses and number of customers is true and correct.

(d) All of the operations of the Existing Business are within the Protected Territory and will be subject to this Agreement.

(e) The execution and performance of this Agreement will not violate any other agreement to which Franchisee or any of its Owners may be bound.

10. MARKETING AND ADVERTISING.

10.01 Grand Opening Marketing and Promotion Package. Franchisee is required to spend a minimum amount designated in writing by Franchisor, for a grand opening marketing and promotion program during the time period designated by Franchisor. Franchisor may require Franchisee to provide proof that these funds were spent. Franchisor may require Franchisee to pay all or a portion of the amount to be spent on the grand opening marketing and promotion plan to Franchisor, its Affiliate, or one or more designated third-party vendors, to spend on Franchisee's behalf. If Franchisee fails to spend the minimum required amount on the grand opening marketing and promotion plan, Franchisor has the right to collect from Franchisee the difference between what it should have spent and what it actually spent. The grand opening promotion plan is in addition to any Brand Contributions that Franchisee must pay to Franchisor. All amounts paid to Franchisor for the grand opening marketing and promotion plan are non-refundable.

10.02 Brand Fund.

(a) The Brand Contribution set forth in Section 6.03(f) will be expended for the benefit of Franchisor, Franchisee and all other franchisees, licensees or users of the System for brand development initiatives and programs intended to maximize general public recognition, acceptance, and use of the System as Franchisor deems necessary or appropriate, in its sole discretion, on a national, regional or local basis. The expenditure of such funds for advertising and marketing is to be under the control of, and in the discretion of, Franchisor, at all times, or such other entities designated by Franchisor. Franchisee understands and acknowledges that the Brand Fund is intended to maximize and support general public recognition, brand identity, sales and patronage of Game Show Studio Businesses for the benefit of all Businesses, and Franchisor undertakes no obligation to ensure that the Brand benefits each Game Show Studio Business in proportion to its respective contributions. Franchisee agrees that all funds contributed to the Brand Fund may be used to meet any and all costs (including, without limitation, reasonable salaries and overhead incurred by Franchisor) of maintaining, administering, directing and preparing national, regional or local advertising materials, programs and public relations activities including, without limitation, the costs of preparing and conducting media marketing campaigns and System advertising, marketing and sales programs and campaigns; consumer research and marketing surveys designed to assist in maintaining high quality standards; public relations activities; trade show participation (including travel and expenses for Franchisor's staff); the development and operation of a national and regional accounts program; on-line directory listings; developing and maintaining Franchisor's Website and other Internet marketing, as well as social media and other digital applications (and other successor technology platforms); sponsorship of organizations and events; purchasing promotional items and advertising materials; out-of-pocket expenses (including printing, postage, shipping, telephone and photocopying); monitoring the adherence to customer relations standards by franchisees and licensees; Franchisor's allocable overhead, administrative and other costs (including compensation and expenses of employees relating to administration or execution of the Brand Fund); and providing promotional and other marketing materials and services to the Game Show Studio Businesses operating under the System, and employing advertising agencies to assist therewith and providing promotional brochures, decals and other marketing materials.

(b) The Brand Fund shall be accounted for separately from Franchisor's other funds and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Franchisor may incur related to administering, directing, or executing any of the activities related to the Brand Fund and its advertising programs. The Brand Fund will not be Franchisor's asset. Franchisor shall have no obligation to provide statements or summaries of the operations of the Brand Fund. Franchisor may spend in any fiscal year more or less than the aggregate contribution of all Game Show Studio Businesses to the Brand Fund in that year, and the Brand Fund may borrow from Franchisor or others to cover deficits or invest any surplus for future use. Any lender loaning money to the Brand Fund shall receive interest at a reasonable rate. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. Franchisor may cause the Brand Fund to be incorporated or operated through a separate entity at such time as Franchisor may deem appropriate, and such successor entity, if established, will have all rights and duties specified in this Section. Franchisor will not be liable for any act or omission with respect to the Brand Fund that is consistent with this Agreement and done in good faith. Except as expressly provided in this paragraph, Franchisor assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Brand Fund. Franchisee acknowledges and agrees that Franchisor is not operating or acting as a trustee or fiduciary with respect to the Brand Contributions collected. Franchisor may reduce contributions of franchises to the Brand Fund and upon notice to Franchisee, reduce the Brand Fund's operation or terminate the Brand Fund and distribute unspent monies to those contributing franchisees in proportion to their contributions in the past.

10.03 Local Digital Advertising. All local digital advertising, as required by Section 6.03(g) hereof shall comply with Franchisor's then-current approved advertising standards as described in Section 10.05. Local digital advertising expenditures shall not include incentive programs, including, without limitation, costs of honoring coupons and expenses and costs incurred in honoring sales promotions. If Franchisee fails to make advertising expenditures in accordance with this Section, Franchisee shall pay the amount of the deficiency directly to Franchisor as an additional Brand Contribution. Failure to comply with this Section shall be deemed a material breach of this Agreement. Any amounts paid to Franchisor for local digital advertising are non-refundable.

10.04 Advertising Cooperatives. In connection with the Business and any and all other Game Show Studio Businesses owned or operated by Franchisee, Franchisee shall participate, if required by Franchisor, in any local, regional or national cooperative advertising group, consisting of other franchisees and licensees of Game Show Studio Businesses and company- or Affiliate-owned Game Show Studio Businesses, when and if any such groups are created (each, an "Advertising Cooperative"). The particular Advertising Cooperative(s) in which Franchisee may be required to participate shall be designated by Franchisor in its sole discretion. Franchisee's payments to any Advertising Cooperative shall be determined by Franchisee and the other participants in such Advertising Cooperative, as set forth in the by-laws of that Advertising Cooperative or membership, dues, participation or other payment agreements of such Advertising Cooperative. Franchisee, however, may not be required to spend more than the amount of the local advertising requirement as provided in Section 10.03 above per annum in connection with any Advertising Cooperative, with the exception of certain special regional promotions Franchisor may designate from time to time. Amounts paid to an Advertising Cooperative shall be credited against payments Franchisee is otherwise required to make for local advertising as required by Sections 6.03(g) and 10.03 above. Any payments to an Advertising Cooperative shall be in addition to the amounts required to be paid or spent under Sections 10.01 and 10.02 hereof. Franchisee shall enter into such agreements as shall be necessary or appropriate to accomplish the foregoing, and Franchisee shall abide by such agreements and decisions that the Advertising Cooperative is authorized to make related to advertising and marketing in the area covered by the Advertising Cooperative. Franchisor may, upon thirty (30) days' written notice to Franchisee, suspend or terminate an Advertising Cooperative's program or operations. As a member of any Advertising Cooperative, at the request of Franchisor, Franchisee shall provide to Franchisor all information requested by Franchisor related to such Advertising Cooperative within ten (10) days after Franchisor's request therefor.

10.05 Approval of Advertising. All of Franchisee's local advertising and promotion must be dignified, must conform to Franchisor's standards and requirements, and must be conducted in the media, type, and format that Franchisor has approved. Franchisee must follow the procedures provided in the Operations Manual with respect to all advertising and promotional requirements as may be updated from time to time. Franchisee may not use any advertising or promotional plans that Franchisor has not approved in writing. Any advertising that Franchisee proposes to use that has either not been prepared by Franchisor or has not been approved by Franchisor in the immediately preceding twelve (12) month period must be submitted to Franchisor for its approval before Franchisee may use it. Franchisor will have ten (10) days to review Franchisee's proposed advertising plans and materials. Unless Franchisor provides its specific approval of the proposed advertising plans and materials they are deemed not approved. Franchisor also reserves the right to require Franchisee to discontinue the use of any previously approved advertising, sales, or marketing materials. Any materials Franchisee requests Franchisor to create or submits to Franchisor for its review will become Franchisor's property, and there will be no restriction on Franchisor's use or distribution of these materials. At Franchisor's request, Franchisee must include certain language in its local advertising materials, such as "Franchises Available" and Franchisor's Website address, telephone number, social media icons, and addresses.

Franchisee must participate in any other promotional and advertising programs that Franchisor establishes. Franchisee acknowledges and agrees that Franchisor, its Affiliates, and other Game Show Studio Businesses may advertise within the Protected Territory.

10.06 Franchisee Website. Franchisee agrees not to promote, offer or sell any products or services relating to the Business, or to use any of the Marks, through the Internet, website, digital application, social media account, or the like, without Franchisor's written consent. If Franchisee operates a Store-Within-A-Store Model, Franchisor may in its discretion cooperate with Franchisee to co-brand the parties' respective websites to mutually promote their offerings. In connection with any such consent, Franchisor may establish such requirements as Franchisor deems appropriate, including (a) obtaining Franchisor's prior written approval of any Internet domain name, home page addresses and social media accounts; (b) submission for Franchisor's approval of all Web site pages, social media postings and content, and other online or digital materials and content; (c) use of all hyperlinks and other links; (d) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (e) obtaining Franchisor's prior written approval of any modifications.

As of the date of this Agreement, Franchisor maintains a website related to Game Show Studio Businesses at http://www.gameshowstudio.com (the "Website"). Franchisor shall have the right to designate a successor Website. Subject to the terms of this Agreement, during the Term, Franchisor will provide two (2) e-mail addresses under the Website's domain for Franchisee's use as part of the Technology Fee (collectively, the "Email Address"). If you desire to purchase additional email accounts, and we agree to provide them to you, in our discretion you will pay our then-current charges. Franchisee will be permitted to use the Email Addresses solely to promote, and provide to customers information related to, the Business operated by Franchisee. Franchisee shall only use the Email Address in accordance with terms of this Agreement as well as any guidelines, directives or specifications in the Operations Manual. Franchisee understands and agrees that any message sent from the Email Address may not contain content which references any other Business other than the Business operated by Franchisee.

Franchisee acknowledges and understands that the registration for the Website domain name is and shall be maintained exclusively in the name of Franchisor or its designee. Franchisee acknowledges Franchisor's or its designee's exclusive right, title and interest in and to the domain name for the Website and further acknowledges that nothing herein shall give it any right, title or interest in such domain name. Franchisee will assist Franchisor in preserving and protecting Franchisor's or its designee's rights in and to the Website domain name.

Franchisee further acknowledges and agrees that Franchisor may, at any time in its sole discretion, cease to make the Email Address available to Franchisee. Franchisee agrees that Franchisor shall have no liability for failing to make the Email Address available to Franchisee.

ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FRANCHISOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF THE WEBSITE AND THE EMAIL ADDRESS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FRANCHISOR SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFIT OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE WEBSITE OR EMAIL ADDRESS. Upon the termination or expiration of this Agreement for any reason or Franchisee's default under this Agreement for any reason, all right of Franchisee to use the Email Address shall immediately cease, and Franchisor may cease to make the Email Address available to Franchisee.

Franchisor also currently operates, and may in the future operate social media accounts related to the System (collectively, the "Social Media Accounts"). Other than in connection with the Email Address, Franchisee shall be strictly prohibited from using the Marks in any fashion on any website, including any social and/or networking accounts or websites, including, but not limited to, Facebook, LinkedIn, Snapchat, Instagram, TikTok and X (formerly Twitter), without Franchisor's prior written consent. Any such use must be in compliance with any policies issued by Franchisor relating to advertising, promotion, marketing and social media, as such may be amended, modified and/or expanded by Franchisor at any time in its sole discretion. Franchisee will not violate Franchisor's privacy policies as posted on any Website or other location.

10.07 Franchisee Advisory Councils. If Franchisor should, during the term of this Agreement, form or require the formation of a franchisee advisory council or association (hereinafter, "Advisory Council") or such successor council to serve as an advisory council to Franchisor with respect to advertising, marketing, and other matters relating to Game Show Studio Businesses, Franchisee may be required to become a member of the Advisory Council. In such event, Franchisee shall abide by the rules and regulations of the Advisory Council and shall at all times maintain its membership in the Advisory Council in good standing.

11. RECORDS.

11.01 Bookkeeping and Recordkeeping. Franchisee agrees to establish a bookkeeping and recordkeeping system conforming to the requirements prescribed from time to time by Franchisor, relating, without limitation, to the use and retention of invoices, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, payroll records, journals and general ledgers. In establishing and maintaining Franchisee's bookkeeping and recordkeeping system, Franchisee shall use all form documents, including a designated chart of accounts, established by Franchisor in the Operations Manual or otherwise. Franchisee acknowledges and agrees that if Franchisor is required or permitted by statute, rule, regulation or any other legal requirement to disclose any information regarding Franchisee or the operation of the Business, including, without limitation, earnings or other financial information, Franchisor shall be entitled to disclose such information. In addition, Franchisee hereby expressly permits Franchisor to disclose any such information to potential purchasers (and their employees, agents and representatives) of Franchisor in connection with the sale or transfer of any equity interests or assets of Franchisor or any merger, reorganization or similar restructuring of Franchisor.

11.02 Periodic Reports. Franchisee must provide Franchisor with those financial reports, data, information and supporting records required thereby from time to time, including, without limitation:

(a) A statement of relevant Gross Revenues in the form required by Franchisor to be delivered no later than the fifth (5^{th}) of each month, *provided that,* Franchisor may waive this requirement so long as Franchisee uses Franchisor's designated booking software and payment processor;

(b) Quarterly financial statements in a form satisfactory to Franchisor, which shall include a statement of income and retained earnings, a statement of cash flows and a balance sheet of Franchisee for each quarter year, to be delivered to Franchisor no later than thirty (30) days after the end of each calendar quarter or another date designated in writing by Franchisor.

Franchisor shall have the right at any time to require independent CPA-reviewed annual financial statements to be provided to it, at Franchisee's expense;

(c) Upon Franchisor's request, an annual copy of Franchisee's signed tax filings (including all supporting schedules) as filed with the Internal Revenue Service (or any forms which take the place of those forms), and all other federal, state and local sales and use and income tax reports Franchisee is required to file, all to be delivered within thirty (30) days after filing;

(d) A statement of local advertising expenditures made pursuant to Section 10.03 below for fiscal year to date, in a form satisfactory to Franchisor, along with invoices documenting such expenditures (if required by Franchisor), to be delivered within ten (10) days after the end of each calendar month;

(e) Such other information as Franchisor may require from time to time, within thirty (30) days of Franchisor's request.

All such reports or other information shall be prepared (i) using any form documents established by Franchisor as set forth in the Operations Manual or otherwise, if available, and (ii) in accordance with generally accepted accounting principles, to the extent applicable.

12. INSPECTIONS OF THE BUSINESS; AUDITS.

Franchisee shall allow representatives of Franchisor to inspect Franchisee's books and records at all reasonable times in order to verify Gross Revenues that Franchisee reports as well as to verify Franchisee's advertising expenditures required by Section 10.03 and any other matters relating to this Agreement or the operation of the Business. Franchisor may require Franchisee to submit to Franchisor, or Franchisor's representatives, copies of Franchisee's books and records for any offsite inspection that Franchisor or Franchisor's representatives conduct to audit the Business. If an inspection reveals that Gross Revenues of Franchisee have been understated, Franchisee shall immediately pay to Franchisor the amount of Royalty Fees, Brand Contributions, Technology Fees, Software License and Innovation Fees, Managed Marketing Fees, Minimum Local Advertising Obligations, and other amounts required to be paid to the Franchisor overdue, unreported or understated, together with interest as prescribed in Section 6.05 above. All inspections shall be at the expense of Franchisor; provided, however, if the inspection results in a discovery of a discrepancy in the total amount owed by Franchisee to Franchisor during the applicable audit period of two percent (2%) or more, or if the audit is required because Franchisee failed to comply with Franchisor's reporting requirements, then Franchisee shall pay or reimburse Franchisor for any and all reasonable expenses incurred by Franchisor in connection with the inspection, including, but not limited to, attorneys' and accounting fees, travel expenses, room and board and compensation of Franchisor's employees.

13. TRANSFER OF INTEREST.

13.01 Franchisor's Approval. The rights and duties created by this Agreement are personal to Franchisee or, if Franchisee is an Entity, its Owners. Accordingly, neither Franchisee nor any of its Owners may Transfer the Business, the Premises, this Agreement or any of its rights or obligations hereunder, or suffer or permit any such Transfer of the Business, the Premises, this Agreement or its rights or obligations hereunder to occur by operation of law or otherwise without the prior written consent of Franchisor. In addition, if Franchisee is an Entity, its Owners may not Transfer their equity interests in such Entity, without the prior written consent of Franchisor. Furthermore, in the event that any Owner is an Entity, the interests of the shareholders, members, partners, beneficiaries, investors or other equity holders, as the case may be, in such Owner, may not be Transferred, without the prior written consent of Franchisor. Franchisor will not unreasonably withhold consent to a Transfer provided the requirements of Section 13.02 have been satisfied. Any Transfer in violation of this Section shall be void and of no force and effect.

13.02 Conditions for Approval. If Franchisor has not exercised its right of first refusal under Section 13.05, Franchisor will not unreasonably withhold its approval of a Transfer that meets all of the reasonable restrictions, requirements and conditions Franchisor may impose on the Transfer, the transferor(s) and/or the transferee(s), including the following:

(a) Franchisee and its Owners and Affiliates must be in compliance with the provisions of this Agreement and all other agreements with Franchisor or any of its Affiliates and have paid all outstanding amounts owed thereto, as well as to the approved suppliers to the System;

(b) The transferee shall demonstrate to Franchisor's satisfaction that the terms of the proposed transfer do not place an unreasonable financial or operational burden on the transferee, and that the transferee (or, if the transferee is other than an individual, such owners of beneficial interests in the transferee as Franchisor may request) meets Franchisor's then-current application qualifications (which may include educational, managerial, socially responsible, and business standards, good moral character, business reputation, and credit rating); has the aptitude and ability to operate the Business and absence of conflicting interests; and has adequate financial resources and capital to operate the Business;

(c) The proposed transferee must enter into an agreement in writing to assume and perform all of Franchisee's duties and obligations hereunder and/or, as required by Franchisor, execute the form of franchise agreement then being offered to new System franchisees, and such other ancillary agreements required by Franchisor for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, higher and/or additional fees;

(d) The transferee (and, if the transferee is not an individual, the Operating Principal), shall, at the transferee's expense, successfully attend and successfully complete any training programs then in effect for operators upon such terms and conditions as Franchisor may reasonably require;

(e) Franchisee or the proposed transferee must pay Franchisor its then-current transfer fee;

(f) Franchisee and its Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, stockholders, officers, directors, employees, agents, successors and assigns;

(g) The transferee of an Owner shall be designated as an Owner and each transferee who is designated an Owner shall enter into a written agreement, in a form satisfactory to Franchisor, agreeing to be bound as an Owner under the terms of this Agreement as long as such person or entity owns any interest in Franchisee, including without limitation the Personal Covenants attached hereto as Exhibit D. Additionally, the transferee and/or such owners of the transferee as Franchisor may request shall guarantee the performance of the transferee's obligations in writing in a form satisfactory to Franchisor;

(h) If Franchisee (or any of its Owners or Affiliates) finances any part of the sale price of the transferred interest, Franchisee and/or such Owners or Affiliates must agree that all obligations of the transferee, and security interests reserved by any of them in the assets transferred, will be subordinate to the transferee's obligations to pay all amounts due Franchisor and its Affiliates; and

(i) If so requested by Franchisor, Franchisee, at its expense, shall upgrade the Business and all equipment of the Business to conform to the then-current standards and specifications of new Game Show Studio Businesses then being established in the System, and shall complete the upgrading and other requirements within the time specified by Franchisor; and

(j) The transferor shall remain liable for all of the obligations to Franchisor in connection with the Game Show Studio Business that arose prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability.

13.03 Special Transfers. Neither Section 13.05 nor Section 13.02(e) or (i) shall apply to any Transfer to an Entity formed solely for the convenience of ownership, among any of Franchisee's then-current Owners or to any member of Franchisee's Immediate Family or the Immediate Family of a then-current Owner of Franchisee.

13.04 Death or Disability of Franchisee. Upon Franchisee's death or permanent disability, or the death or permanent disability of the Operating Principal or an Owner of a controlling interest in Franchisee, the executor, administrator or other personal representative of such person shall transfer his or her interest in this Agreement or his or her interest in Franchisee to a third party approved by Franchisor in accordance with all of the applicable provisions of Section 13 within a reasonable period of time, not to exceed three (3) months from the date of death or permanent disability.

13.05 Franchisor's Right of First Refusal. If Franchisee or any of its Owners desire to consummate a Transfer, Franchisee or such Owner must obtain a *bona fide*, executed written offer from a responsible and fully disclosed purchaser (including documents disclosing such purchaser's business experience and financial condition) and must deliver immediately to Franchisor a materially complete and accurate copy of such offer. Franchisee shall also promptly deliver to Franchisor materially all due diligence materials requested by Franchisor. If the offeror proposes to buy any other property or rights from Franchisee or any of its Owners or Affiliates (other than rights with respect to other Game Show Studio Businesses or an ownership interest therein) as part of the *bona fide* offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is fully disclosed to Franchisor, but which will not be part of this right of first refusal.

Franchisor has the option to purchase such interest for the price and on the terms and conditions contained in such offer, provided that: (a) Franchisor may substitute cash for any form of payment proposed in such offer; (b) Franchisor's credit shall be deemed equal to the credit of any proposed purchaser; and (c) Franchisor will have not less than ninety (90) days from the option exercise date to consummate the transaction. Such option is exercisable by notice delivered to Franchisee or its Owners, as applicable, within thirty (30) days from the last date of delivery of the materials described in the paragraph above, including (a) the offer, (b) the required information about the purchaser, and (c) the due diligence materials. Franchisor has the right to investigate and analyze the business, assets and liabilities and all other matters it deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of the transaction triggering the right of first refusal. Franchisor may conduct such investigation and analysis in any manner it deems reasonably appropriate, and Franchisee and its Owners must cooperate fully with Franchisor in connection therewith.

If Franchisor exercises its option to purchase, Franchisor is entitled to purchase such interest subject to all representations and warranties, closing documents and indemnities as are customary for a transaction of this type. If Franchisor does not exercise its option to purchase, Franchisee or its Owners, as applicable, may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the Transfer as provided in Sections 13.01 and 13.02, provided that if the sale to such offeror is not completed within ninety (90) days after delivery of such offer to Franchisor, or if there is a material change in the terms of the offer, Franchisee or such Owners, as applicable, must promptly notify Franchisor, which will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the thirty (30)-day period following such notification of the expiration of the ninety (90)-day period or the material change to the terms of the offer.

13.06 Intentionally Omitted.

13.07 Transfer by Franchisor. This Agreement may be unilaterally assigned by Franchisor and shall inure to the benefit of its successors and assigns. Franchisee agrees and affirms that Franchisor may sell itself, its assets, the Marks and/or the System to a third-party; may go public; may engage in private placement of some or all of its securities; may merge, acquire other Entities, or be acquired by another Entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Franchisee further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Game Show Studio Businesses operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Franchisee acknowledges may be proximate to the Business. With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of Franchisor under this Agreement.

14. TERMINATION OF AGREEMENT.

14.01 Termination by Franchisee. Franchisee may terminate this Agreement if Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such material breach within ninety (90) days after written notice thereof, identifying the alleged breach in sufficient detail to allow Franchisor to take action to cure it, is delivered to Franchisor. Notwithstanding the foregoing, if the breach is curable but is of a nature that cannot reasonably be cured within such ninety (90) day period and Franchisor has commenced and is continuing to make good faith efforts to cure such breach, Franchisor shall be given an additional sixty (60) day period to cure the same, and this Agreement shall not terminate. In the event of termination by Franchisee, all post-termination obligations of Franchisee described herein shall not be waived but shall be strictly adhered to by Franchisee.

14.02 Termination by Franchisor without a Cure Period. Franchisor may immediately terminate this Agreement upon written notice to Franchisee, without opportunity to cure, if:

(a) Franchisee files a petition under any bankruptcy or reorganization law, becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of its property;

(b) Franchisee seeks to effect a plan of liquidation, reorganization, composition or arrangement of its affairs, whether or not the same shall be subsequently approved by a court of competent jurisdiction; it being understood that in no event shall this Agreement or any right or interest hereunder be deemed an asset in any insolvency, receivership, bankruptcy, composition, liquidation, arrangement or reorganization proceeding;

(c) Franchisee has an involuntary proceeding filed against it under any bankruptcy, reorganization, or similar law and such proceeding is not dismissed within sixty (60) days thereafter;

(d) Franchisee makes a general assignment for the benefit of its creditors;

(e) Franchisee fails to pay when due any amount owed to Franchisor or its Affiliates, whether under this Agreement or not, and Franchisee does not correct such failure within ten (10) days after written notice thereof is delivered to Franchisee;

(f) Franchisee fails to pay when due any amount owed to any creditor, supplier, lessor, or vendor of the Business or the Premises or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through appropriate proceedings) and Franchisee does not correct such failure within five (5) days after written notice is delivered thereof to Franchisee;

(g) Franchisee or its Operating Principal, or any additional personnel required to complete Franchisor's initial training program, fails to complete Franchisor's initial training program to Franchisor's satisfaction at least thirty (30) days prior to the scheduled opening of the Business; within ten (10) weeks of the execution of this Agreement;

(h) Following commencement of the operation of the Business, Franchisee abandons the Business, or ceases to operate the Business for more than three (3) consecutive business days, or five (5) individual days in any twelve (12) month period, without Franchisor's prior written consent;

(i) Franchisee or any of the Owners are convicted of or plead no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation of the System and the goodwill associated with the Marks;

(j) Franchisee operates the Business in a manner that presents a health or safety hazard to Franchisee's customers, employees or the public;

(k) Franchisee makes a material misrepresentation to Franchisor before or after being granted the franchise or knowingly maintains false books and records;

(l) Franchisee, any Owner or any other Person makes an unauthorized Transfer of this Agreement, the franchise, the Business or an ownership interest in Franchisee or Franchisee's Owners;

(m) Franchisee or any Restricted Party breaches or fails to comply fully with Section 7 above;

(n) Franchisee (i) misuses or makes an unauthorized use of or misappropriates any Mark, (ii) commits any act which can be reasonably expected to materially impair the goodwill associated with any Mark, (iii) challenges Franchisor's ownership of any Mark or (iv) files a lawsuit involving any Mark without Franchisor's consent;

(o) The franchised business, the Business or the Premises is seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor, a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedes or other appeal bond has been filed), or a levy of execution has been made upon the license granted by this Agreement or any property used in the franchised business or the Business, and it is not discharged within five (5) days of such levy;

(p) Franchisee fails to comply with all applicable laws and ordinances relating to the Business, including Anti-Terrorism Laws, or if Franchisee's or any of its Owner's assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of its Owners otherwise violate any such law, ordinance, or regulation

(q) Franchisee fails to comply with any law or regulation, or obtain any required permit or license, within fifteen (15) days after notice;

(r) Franchisee knowingly solicits or services customers outside of its Protected Territory (except as otherwise permitted under this Agreement) in violation of Franchisor's policies and without Franchisor's consent;

(s) Franchisee underreports any of Gross Revenues during any period by more than five percent (5%), or by more than two percent (2%) three (3) or more times within any eighteen (18) month period;

(t) Franchisee, after curing a default pursuant to the terms of this Agreement, commits the same default again in any twelve (12) month period, whether or not cured after notice;

(u) Franchisee commits three or more defaults under this Agreement in any twelve (12) month period, whether or not each such default has been cured after notice (this provision in no way limits subsection (t) above); or

(v) Franchisee makes unauthorized use or disclosure of Confidential Information; or

(w) Franchisee breaches any material provision of this Agreement which breach is not susceptible to cure.

14.03 Termination by Franchisor with a Cure Period. In addition to, and without limiting, the termination rights of Franchisor pursuant to Section 14.02 above, after any other default by Franchisee, Franchisor may give written notice of default stating the nature of the default to Franchisee. If any such default is not cured within thirty (30) days, or such longer period as applicable law may require, Franchisor shall have the right to terminate this Agreement upon notice to Franchisee, including without limitation, with respect to the following defaults:

(a) Failure or refusal to submit financial statements, reports or other operating data, information or supporting records to Franchisor when due;

(b) Failure to attend or require personnel to attend any required training programs;

(c) Failure to maintain or provide evidence of required insurance coverage;

(d) Failure to comply with any other provision of this Agreement; the Operations Manual or any mandatory specification, standard or operating procedure prescribed by Franchisor;

(e) Failure to comply with any terms and conditions of any other agreement Franchisee entered into in connection with the Business;

(f) Franchisee fails to commence operation of the Business at the Premises by the Required Opening Date, except for any delay that is agreed to in writing by Franchisor, in its sole discretion; or

(g) Failure to restore the Business to full operation if it is rendered inoperable by casualty.

Any default by Franchisee (or any Affiliate of Franchisee) under any other agreement between Franchisor (or any Affiliate of Franchisor) and Franchisee (or any Affiliate of Franchisee) which continues past any applicable cure period may be regarded by Franchisor as a default under this Agreement. Any default by Franchisee under any real estate lease or loan agreement (whether with Franchisor or any third party) which continues past any applicable cure period may be regarded by Franchisor as a default under this Agreement. In each of the foregoing cases, Franchisor will have all remedies allowed at law, including termination of Franchisee's rights and Franchisor's obligations. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and Franchisor may pursue any rights and/or remedies available.

14.04 Right of Franchisor to Discontinue Services to Franchisee.

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of default or termination pursuant to this Section 14, Franchisor has the right to (a) suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products (including without limitation those provided in connection with the Technology Fee, Minimum Local Advertising Obligations, and Managed Marketing Fee) for which Franchisor is an approved supplier to Franchisee, (b) remove the Business' listing from the Website and all advertising Franchisor publishes or approves, and/or (c) prohibit Franchisee from attending any meetings, seminars, or conventions held or sponsored by Franchisor, in all cases until such time as Franchisee corrects the breach.

14.05 Franchisor's Cure Right.

If Franchisee breaches any provision of this Agreement, Franchisor shall have the right, but not the obligation, to take such action as Franchisor deems appropriate to cure the breach. Franchisee shall reimburse Franchisor on demand for all costs and expenses incurred by Franchisor in connection with such cure or attempt to cure

15. RENEWAL RIGHTS.

15.01 Right To Acquire a Successor Franchise. Franchisee has the right, subject to the conditions contained in this Section 15, to acquire a successor franchise for the Business for one (1) additional five (5) year term on the terms and conditions of the then-current form of franchise agreement for Game Show Studio Businesses, if upon expiration of the applicable Term: (a) Franchisee and its Owners and Affiliates are in compliance with this Agreement and any other agreements with Franchisor or any of its Affiliates, and Franchisee and its Owners have been in substantial compliance with this Agreement throughout the Term; (b) Franchisor has not notified Franchisee of its decision that any federal or applicable state legislation, regulation or rule, which is enacted, promulgated or amended after the date hereof, may have an adverse effect on Franchisor's rights, remedies or discretion in franchising Game Show Studio Businesses such that it creates an unreasonable or overly burdensome requirement on Franchisor's ability to continue to offer franchises in such location; and (c) the following additional conditions have been met: (i) the Premises and the Business meet Franchisor's then-current guidelines; (ii) Franchisee maintains the right to possession of the Premises for the term of the successor franchise agreement; (iii) Franchisee maintains all permits and licenses necessary to operate the Business; (iv) Franchisee does not have any past due monetary obligations or other outstanding obligations to Franchisor and its Affiliates, or Franchisee's lenders, lessors, vendors, and suppliers, (iv) if required by Franchisor, Franchisee enters into an agreement with Franchisor whereby Franchisee agrees within a specified time period (not to exceed six (6) months), to send required personnel to such training programs established and required by Franchisor, (v) Franchisee will make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the Premises as Franchisor may reasonable require, including installation of new equipment and renovation of signs, furnishings, fixtures, and décor to reflect the then-current standards and image of the System, and including upgrading Computer Systems and Required Software, if required. Upon the exercise of the right to acquire a successor franchise, Franchisee shall pay to Franchisor a renewal fee equal to twenty-five percent (25%) of Franchisor's then-current Initial Franchise Fee at the time of renewal.

15.02 Notices. Franchisee must give Franchisor written notice of its desire to acquire a successor franchise not less than six (6) months nor more than nine (9) months prior to the expiration of this Agreement. Notwithstanding any notice or communication of Franchisor to Franchisee that Franchisee has the right to acquire a successor franchise for the Business, Franchisee's right will be subject to its continued compliance with all the provisions of this Agreement up to the date of its expiration.

15.03 Agreements. If Franchisee has the right to acquire a successor franchise in accordance with Section 15.01 and states its desire to exercise that right in accordance with Section 15.02, Franchisor and Franchisee (and its Owners) will execute the form of franchise agreement (which may contain provisions, including royalty fees, materially different from those contained herein) and all ancillary agreements (including, personal guarantees by Franchisee's Owners on such terms as Franchisor determines to be appropriate) which Franchisor then customarily uses in granting franchises for the operation of Game Show Studio Businesses (collectively, the "New Agreements"), and Franchisee and its Owners must execute general releases, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor, and its Affiliates, officers, directors, managers, employees, agents, successors and assigns. Failure by Franchisee (and its Owners) to sign such agreements and releases within thirty (30) days after delivery to Franchisee shall be deemed an election by Franchisee not to acquire a successor franchise for the Business.

15.04 Expiration. Any successor franchise shall be conditioned upon the satisfaction of the conditions set forth above in this Section. Upon the expiration of the Term, any renewal term will be governed by the New Agreements. If Franchisee fails to meet any of the conditions set forth this section above, the franchise granted to Franchisee hereunder shall automatically expire at the end of the Term.

16. EFFECT OF TERMINATION OR EXPIRATION.

16.01 Payment of Amounts Owed. Within ten (10) days after the effective date of termination or expiration (without Franchisee's successful exercise of the right to acquire a successor franchise) of this Agreement, Franchisee must pay Franchisor and its Affiliates all amounts owed thereto, including, without limitation, unpaid Royalty Fees, Brand Contributions, Minimum Local Advertising Obligations s, Software License and Innovation Fees, Managed Marketing Fees, Advertising Cooperative contributions, amounts owed for purchases from Franchisor or its Affiliates, and all other amounts due to Franchisor or its Affiliates and interest and late fees due on any of the foregoing. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default and termination.

16.02 Discontinue Use of Marks and Confidential Information. Upon the termination or expiration (without Franchisee's successful exercise of the right to acquire a successor franchise) of this Agreement, Franchisee and its Owners will:

(a) Refrain from operating or doing business under any name or in any manner that may give the general public the impression that this Agreement is still in force or that Franchisee is connected in any way with Franchisor or that Franchisee has the right to use the System or the Marks, and Franchisee, shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former operator of Franchisor in connection with the promotion or operation of any other business;

(b) Promptly, and in no event more than three (3) days after the termination or expiration of this Agreement, provide to Franchisor any and all information Franchisor requests regarding bookings or other products or services to be provided by Franchisee or the Business after the date of expiration or termination, and at Franchisor's option, Franchisee will either (i) pay to Franchisor any amounts it has received from customers for bookings or other products or services to be provided after the date of termination or expiration, and assign to Franchisor or its designee any contracts or related agreements to such bookings, products or services, or (ii) return such amounts to customers directly as well as any termination fees or penalties under such contracts. Nothing herein will obligate Franchisor to take assignment of any obligations of Franchisee under any such contracts or relieve Franchisee of any liability for its obligations to customers or third parties after the termination or expiration of this Agreement, except for obligations that Franchisor, in its sole and absolute discretion, expressly assumes in writing and for which it is compensated;

(c) At the option of Franchisor, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Premises if Franchisee leases a location for the Business, and assign to Franchisor any interest which Franchisee has in any lease for equipment, machinery or signs used in connection with the Business. In the event Franchisor does not elect to exercise its option to acquire any lease or sublease as described herein, Franchisee must, at Franchisee's expense, make such reasonable modifications to the exterior and interior décor of the Business and the Premises, and with respect to any equipment, machinery or signs, as Franchisor requires to eliminate any identification of a Game Show Studio Business. If Franchisee fails to modify the exterior and interior décor of the Business, the Premises, and equipment, machinery or signs, as Franchisor requires to eliminate its identification as a Game Show Studio Business, Franchisor may take such action to modify the exterior and interior décor of the Business and the Premises or the equipment, machinery or signage, and charge Franchisee for the cost of such action plus an administrative fee of fifteen percent (15%) of actual costs incurred in doing so. Franchisee shall immediately pay Franchisor for the cost of any such action taken by Franchisor.

(d) discontinue all use of the Marks, including at the Premises and on any vehicles or traveling equipment, and the use of any and all signs, products, equipment and other items bearing the Marks. Any signs containing the Marks that Franchisee is unable to remove within one (1) day of the termination or expiration of this Agreement shall be completely covered by Franchisee until the time of their removal, which shall be in any event within ten (10) days following the expiration or termination of this Agreement;

(e) take such action as may be required to cancel all assumed names or equivalent registrations relating to the use of any Mark;

(f) promptly return to Franchisor all material furnished by Franchisor containing proprietary or confidential information, operating instructions, business practices, or methods or procedures, including, without limitation, the Operations Manual;

(g) refrain from making use of or availing itself to any of the Confidential Information, the Operations Manual, any confidential methods, procedures, and techniques associated with the System, and other information received from Franchisor or disclosing or revealing any of the same in violation of Section 7 hereof;

(h) discontinue all use of the Email Address, and any and all online and social media listings and accounts;

(i) assign to Franchisor or its designee all of Franchisee's rights, title, and interest in and to the telephone numbers, telephone directory listings and advertisements, website URLs, social media listings and accounts, e-mail addresses, real estate leases and governmental licenses or permits used for the operation of the Business (and contemporaneously with the execution of this Agreement, Franchisee agrees to sign the Collateral Assignment of Telephone Numbers, Telephone Listings, Internet Addresses and Social Media Pages in substantially the form set forth on Exhibit E hereto); and

(j) strictly comply with the terms and conditions of Section 7 above and any other procedures in the Operations Manual that are established by Franchisor related to discontinuing operations of the Business.

16.03 Option to Purchase the Business Assets. Upon termination or expiration (without Franchisee's successful exercise of the right to acquire a successor franchise) of this Agreement, Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Business with respect to which this Agreement is terminated or expires in part. If Franchisor exercises this option, it will pay the lesser of (a) Franchisee's cost or (b) fair market value. The cost for such items shall be determined based upon a five-year straight-line depreciation of original costs. For equipment that is five (5) or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment's original cost. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee.

16.04 Continuing Obligations. The expiration and termination of this Agreement will be without prejudice to the rights of Franchisor against Franchisee. All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

16.05 Liquidated Damages. Upon termination of this Agreement by reason of a default by Franchisee, Franchisee agrees to pay to Franchisor within five (5) days after the effective date of termination, in addition to the amounts owed hereunder, liquidated damages equal to the lesser of (i) the sum of Royalty Fees, Software License and Innovation Fees, Technology Fees, Managed Marketing Fees, and Brand Contributions that would have been due through the expiration of the Term; or (ii) the sum of Royalty Fees, Software License and Innovation Fees, Technology Fees, Managed Marketing Fees, and Brand Contributions that would have been due for a period of three (3) years from the termination date; in each case calculated by taking the average Royalty Fees, Software License and Innovation Fees, Technology Fees, Managed Marketing Fees, and Brand Contributions you paid to us for the twelve (12) month period prior to the termination date and amortizing it for such calculation period; provided that if your Game Show Studio Business was not open for such entire twelve (12) month period, utilizing the average Royalty Fees, Software License and Innovation Fees, Technology Fees, Managed Marketing Fees, and Brand Contributions paid to us by Game Show Studio businesses within the System for any period in which your Game Show Studio Business was not open and operating.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages, and not a penalty.

The liquidated damages provision only covers Franchisor's damages from the loss of cash flow from specific listed fees. It does not cover any other damages, including damages to Franchisor's reputation with the public and landlords and damages arising from a violation of any provision of this Agreement. Franchisee and each of its Owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the sections requiring payment of Royalty Fees.

17. RELATIONSHIP OF THE PARTIES.

17.01 Independent Contractors.

(a) Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. Franchisor and Franchisee, as between themselves, are and shall be independent contractors. Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, joint employer, partner or employee of the other for any purpose whatsoever. Franchisee must conspicuously identify itself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Business and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as Franchisor may require from time to time. Franchisee may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in Franchisor's name or on Franchisor's behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. Franchisor will not be obligated by or have any liability under any agreements made by Franchisee with any third party or for any representations made by Franchisee to any third party. Franchisor will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of Franchisee's business hereunder.

(b) If applicable law shall imply a covenant of good faith and fair dealing in this Agreement, the parties hereto agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such covenant, the parties acknowledge and agree that (i) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests of the owners of Game Show Studio Businesses generally (including Franchisor's Affiliates and other franchisees and licensees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of its discretion in this manner so long as such discretion is not exercised in bad faith toward Franchisee; and (iv) in the absence of such bad faith, no trier of fact in any legal action or arbitration proceeding shall substitute its judgment for Franchisor's judgment so exercised.

(c) During the Term, Franchisee agrees as follows:

(i) Franchisee has no authority to employ or engage persons on behalf of Franchisor, and NO EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS OF FRANCHISEE SHALL BE DEEMED TO BE EMPLOYEES, INDEPENDENT

CONTRACTORS OR AGENTS OF FRANCHISOR, EACH OF WHICH SHALL AT ALL TIMES REMAIN FRANCHISEE'S EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS, AS APPLICABLE. SUBJECT TO THE TERMS OF THIS AGREEMENT, FRANCHISEE HAS SOLE AND EXCLUSIVE CONTROL OVER ITS LABOR AND EMPLOYEE RELATIONS POLICIES, AND ITS POLICIES RELATING TO WAGES, HOURS, SCHEDULING AND WORKING CONDITIONS OF ITS EMPLOYEES. FRANCHISEE HAS THE SOLE AND EXCLUSIVE RIGHT TO HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, ASSIGN, DISCIPLINE AND DISCHARGE ITS EMPLOYEES AND TO RESPOND TO EMPLOYEE GRIEVANCES.

(ii) Franchisee is solely responsible for all salaries and other compensation of all its employees and will make all necessary salary deductions and withholdings from its employees' salaries and other compensation, and is solely responsible for the payment of any and all contributions, taxes and assessments and all other requirements of the Federal Social Security Administration, Federal and state unemployment compensation laws, Federal, state and local withholding of income tax laws on all salary and other compensation of its employees and any other laws affecting the income or withholdings of employees' wages.

(iii) Franchisee will comply (and will cause its employees to comply) with all other Federal, state or local laws, ordinances, rules, or regulations regarding its employees, including, but not limited to, Federal or state laws or regulations regarding minimum compensation, workers' compensation, overtime and equal opportunity for employment, the Federal Civil Rights Acts, Age Discrimination in Employment Act, the Federal Fair Labor Standards Act, the Americans With Disabilities Act and the Family Leave Act.

17.02 Indemnification. Franchisee agrees to indemnify Franchisor, its Affiliates and its and their respective directors, managers, officers, employees, shareholders, members, agents, successors and assigns (collectively "Indemnitees"), and to hold the Indemnitees harmless to the fullest extent permitted by law, from any and all Losses and Expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the Indemnitees in connection with the development, ownership, operation or closing of the Business or Franchisee's breach of this Agreement, and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the Indemnitees or the gross negligence or willful acts of the Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee). For purposes hereof "Losses and Expenses" includes obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnitees, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees. Franchisor agrees to give Franchisee reasonable notice of any event of which Franchisor becomes aware for which indemnification may be required. Franchisor has the exclusive right to defend any such claim. This indemnity will continue in effect after the expiration or termination of this Agreement.

17.03 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed by reason of its operation and performance under this Agreement including, but not limited to, if applicable, state employment tax, state sales tax (including any sales or use tax on equipment purchased or leased) and all other taxes and expenses of operating the Business. In no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant to occur against the Business, the Premises or any tangible personal property used in connection with the operation of the Business.

18. **DISPUTE RESOLUTION.**

18.01 Injunctive Relief and Attorneys' Fees. Franchisor and Franchisee will each be entitled to the entry of temporary restraining orders and temporary and permanent injunctions to: (i) enforce Franchisee and Franchisor's ability to terminate this Agreement for the causes set forth in Section 16 of this Agreement; and (ii) prevent or remedy a breach of this Agreement if that breach could materially impair the goodwill associated with Franchisee or Franchisor's business, including but not limited to, the enforcement of obligations upon termination of this Agreement and the enforcement of the non-compete provisions of this Agreement. Franchisor and Franchisee will also be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing these provisions. If Franchisor is successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against Franchisee, or in successfully defending any claim Franchisee has brought against Franchisor, Franchisee will pay Franchisor an amount equal to all of Franchisor's costs of prosecuting and defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, and other litigation or arbitration expenses. Franchisor and Franchisee's respective rights to obtain injunctive or other equitable relief is in addition to any other right Franchisor or Franchisee may have under this Agreement. It will in no way limit or prohibit Franchisor from obtaining money damages from Franchisee if Franchisee breaches this Agreement.

18.02 Mediation. Except where it is necessary for either Franchisor or Franchisee to obtain equitable relief to preserve the goodwill of their respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), and except for Sums Certain Claims, Franchisor and Franchisee each agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between them, for a minimum of four (4) hours, before initiating any legal action or arbitration against the other. Upon written notice by either Franchisee to Franchisor, to the other, of Franchisee or Franchisor's desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten (10) days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section 18.02 did not exist, or, at its option, make the selection of the organization to provide mediation services. If Franchisee or Franchisor selects an organization that is unwilling to serve as mediator, then the other party may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to Franchisee and Franchisor. The mediation will be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested. If Franchisee and Franchisor cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both parties, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. Franchisor and Franchisee will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless Franchisor and Franchisee agree otherwise, the mediation will be held in a metropolitan area within fifty (50) miles of Franchisor's principal office.

Except for the matters identified above where Franchisor or Franchisee are permitted to seek injunctive relief without first mediating the dispute, if either party initiates litigation or arbitration without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section), then upon petition of whichever of the parties has a lawsuit or arbitration proceeding brought against it, the court or arbitrator will dismiss the litigation or arbitration without prejudice, and award reasonable attorneys' fees and costs to the party seeking dismissal in an amount equal to the reasonable attorneys' fees and costs the party seeking dismissal incurred. If the court or arbitrator refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation or arbitration will be responsible for all reasonable attorneys' fees and costs incurred throughout the litigation or arbitration by the other party as damages for failing to comply with the provisions of this Section.

18.03 Arbitration. EXCEPT IN SO FAR AS FRANCHISOR OR FRANCHISEE SEEKS TO ENFORCE THIS AGREEMENT BY JUDICIAL PROCESS AND INJUNCTION AS PROVIDED HEREIN, AND EXCEPT FOR SUMS CERTAIN CLAIMS, AND EXCEPT FOR CONTROVERSIES, CLAIMS OR DISPUTES BASED ON FRANCHISEE'S USE OF THE MARKS, ALL CONTROVERSIES, CLAIMS OR DISPUTES BETWEEN FRANCHISOR AND FRANCHISEE ARISING OUT OF OR RELATING TO (A) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR AND FRANCHISEE, (B) THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR OR (C) THE SCOPE AND VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR AND FRANCHISEE (INCLUDING THE SCOPE AND VALIDITY OF THE ARBITRATION OBLIGATIONS UNDER THIS SECTION, WHICH FRANCHISOR AND FRANCHISEE ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR AND NOT A COURT) SHALL BE DETERMINED BY ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AT THE OFFICE OF THE AAA CLOSEST TO FRANCHISOR'S PRINCIPAL EXECUTIVE OFFICE ON THE DATE OF SUBMISSION OF THE MATTER TO THE AAA.

The arbitration proceedings will be conducted by one arbitrator and, except as this Section 18 otherwise provides, according to the AAA's then current rules. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator appointed must have at least ten (10) years' experience in franchising or franchise law, and the arbitrator will be instructed that he or she must follow the substantive law and the other requirements, waivers, and limitations of this Agreement. The arbitrator will have no authority to add, delete, or modify in any manner the terms and provisions of this Agreement. All findings, judgments, decisions, and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may not award any relief that was not specifically requested by the parties before the start of the arbitration hearing, and the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 18.06 below, award any punitive, exemplary or multiple damages against either party (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 18.06 below, any right to or claim for any punitive, exemplary or multiple damages against the other). The arbitrator will have the right to award or include in any award the specific performance of this Agreement, but will be required to file a reasoned brief with his or her award.

Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or Franchisor.

Franchisor and Franchisee agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between Franchisor and Franchisor's Affiliates, and Franchisor's and their respective shareholders, officers, directors, managers, agents, and/or employees, and Franchisee (and/or Franchisee's Owners, guarantors, Affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between Franchisor and any other person.

Franchisor and Franchisee acknowledge that judgment upon an arbitration order may be entered in any court of competent jurisdiction and will be binding, final, and nonappealable, except for mistakes of law, as permitted under the United States Arbitration Act or for failure of the arbitrator to meet the requirements of this Section. Unless this Agreement is terminated in accordance with the provisions herein, during the pendency of any arbitration proceeding, Franchisor and Franchisee will fully perform the requirements of this Agreement.

If there is any dispute as to whether a particular claim or matter is subject to arbitration, and the matter relates to an issue for which either party seeks an injunction in accordance with the provisions of Section 18.01, the arbitrability of the claim will be determined by the court that would otherwise hear the motion to issue the injunction. In the case of a dispute as to the arbitrability of any other claim brought by either party against the other, the decision as to whether or not the claim is subject to arbitration will be made by the arbitrator appointed in accordance with this Agreement.

The provisions of this Section 18 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

18.04 Jurisdiction and Venue. For actions that are not subject to mandatory arbitration under Section 18.03, FRANCHISEE HEREBY SUBMITS AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS FOR THE DISTRICT WHERE FRANCHISOR'S PRINCIPAL EXECUTIVE OFFICE IS LOCATED ON THE DATE OF THE FILING OF THE ACTION, AND AGREES NOT TO RAISE AND HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION BASED UPON *FORUM NON CONVENIENS* OR ANY OTHER OBJECTION IT MAY NOW HAVE OR HEREAFTER HAVE TO SUCH JURISDICTION OR VENUE. Further, nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause irreparable harm. In any action filed as a Sums Certain Claim, the court may adjudicate defenses and offsets, but any affirmative counterclaims by either party that seek relief other than determining and collecting the Sums Certain Claim must be brought in mediation and arbitration as required by this Section 18, and either party may request that the court stay such counterclaims pending completion of mediation /arbitration. Sums Certain Claim may be brought by either party.

18.05 Waiver of Right to Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT.

18.06 Damages and Timing of Claims. The parties agree that neither party shall have the right to receive or collect punitive or exemplary damages from the other party. Any and all claims and actions arising out of or relating to this Agreement, the relationship between Franchisee and Franchisor, or the operation of the franchise and the Business brought by Franchisee, the Owners or the Restricted Parties against Franchisor shall be commenced within one (1) year from the discovery of the facts giving rise to any such claim or action, or such claim or action shall be barred. The parties understand that such time limit may be shorter than otherwise allowed by law. Franchisee, the Owners and the Restricted Parties agree that their sole recourse for claims arising between the parties shall be against Franchisor and its successors and assigns. Franchisee, the Owners and the Restricted Parties agree that the owners, directors, managers, officers, employees and agents of Franchisor and its Affiliates shall not be personally liable nor named as a party in any action between Franchisor and Franchisee and/or any Owner or Restricted Party.

19. MISCELLANEOUS.

19.01 Successors and Third-Party Beneficiaries. This Agreement and the covenants, restrictions and limitations contained herein shall be binding upon and shall inure to the benefit of Franchisor and its successors and assigns and shall be binding upon and shall inure to the benefit of Franchisee and its permitted heirs, successors and assigns. Except as contemplated by Section 17.02, nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any Person not a party hereto. This Agreement is, however, intended to bind the Restricted Parties to the extent set forth in this Agreement.

19.02 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, and any other gender, as the context or sense of this Agreement or any provision hereof may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee shall be deemed to be joint and several covenants, agreements and obligations of each of the Persons named as Franchisee, if more than one (1) Person is so named. Except where this Agreement expressly obligates Franchisor not to unreasonably withhold its approval of any of Franchisee’s actions or requests, Franchisor has the absolute right, in its sole and arbitrary discretion, to refuse any request Franchisee makes or to withhold its approval of any of Franchisee’s proposed or effected actions that require Franchisor’s approval.

19.03 Interpretation and Headings. The parties agree that this Agreement should be interpreted according to its fair meaning. Franchisee waives to the fullest extent possible the application of any rule that would construe ambiguous language against Franchisor as the drafter of this Agreement. The words “include,” “includes” and “including” when used in this Agreement will be interpreted as if they were followed by the words “without limitation”. References to section numbers and headings will refer to sections of this Agreement unless the context indicates otherwise. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

19.04 Governing Law. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) except to the extent provided by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.) or other applicable federal law, and the terms of this Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law provisions.

19.05 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing and be delivered personally, by certified, express or registered mail, or by an overnight delivery service, postage prepaid, addressed to the party to be notified at the respective address first above written, or at such other address or addresses as the parties may from time to time designate in writing. In addition, Franchisor may provide any notice required or permitted under this Agreement to Franchisee by email sent to the email address for Franchisee set forth on Exhibit B (or such other email address as Franchisee may designate in writing for notices). Franchisee is responsible for maintaining a current email address for notices and promptly updating Franchisor in writing of any change; Franchisee's failure to do so will not affect the effectiveness of any notice sent by Franchisor to the most recent email address provided by Franchisee. Notices delivered by personal delivery, mail, or overnight delivery service shall be deemed delivered on the date shown on the return receipt or in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made. Notices sent by email shall be deemed delivered on the date the email is sent, as shown on Franchisor's electronic transmission record, provided that no automated "undeliverable" or similar notice is received by Franchisor.

19.06 Costs and Attorneys' Fees. If Franchisor incurs any expenses in connection with Franchisee's failure to pay any amounts it owes when due, submit any required reports when due or otherwise comply with this Agreement, Franchisee agrees to reimburse Franchisor for any of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators' and related fees.

19.07 Waiver. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or a different kind; nor shall any delay or omission of Franchisor to exercise any right arising from any such default affect or impair Franchisor's rights as to such default or any future default.

19.08 Severability. If any term, restriction or covenant of this Agreement is deemed invalid or unenforceable, all other terms, restrictions and covenants and the application thereof to all Persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any Person or circumstance is deemed invalid or unenforceable, the application of such term, restriction or covenant to other Persons and circumstances shall remain unaffected to the extent permitted by law.

19.09 Force Majeure. Neither Franchisor nor Franchisee will be liable for loss or damage or deemed to be in breach of this Agreement if Franchisor's or Franchisee's failure to perform any obligation results from: (a) transportation shortages, inadequate supply of equipment, products, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, or instructions of any federal, state or municipal government or any department or agency thereof; (b) acts of God; (c) fires, strikes, embargoes, wars or riots; or (d) any other similar event or cause beyond the control of the affected party. Any delay resulting from any of said causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes will not excuse payments of amounts owed by Franchisee to Franchisor hereunder.

19.10 Delegation by Franchisor. Franchisor shall have the right to delegate performance of any or all of its obligations and duties hereunder. Franchisee hereby agrees to any such delegation.

19.11 No Right of Set Off. Franchisee agrees that it will not set off or withhold payment of any amounts it owes Franchisor on the grounds of Franchisor's alleged nonperformance of any of Franchisor's obligations under this Agreement or for any other reason. Franchisee agrees that all such claims will, if not otherwise resolved, be submitted to arbitration as provided in Section 18.03.

19.12 Cumulative Rights. The rights granted hereunder are cumulative, and no exercise or enforcement by either party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy to which either Franchisor or Franchisee are entitled.

19.13 Entire Agreement. This Agreement and any addendum, schedule or exhibit attached hereto contains the entire agreement between the parties hereto relating to the operation of the Business and no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, have been made or relied upon by the parties other than those set forth herein. No agreement altering, changing, waiving or modifying any of the terms and conditions of this Agreement shall be binding upon either party unless and until the same is made in writing and executed by all interested parties. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that Franchisor made in Franchisor's most recent franchise disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or Franchisee's representative.

19.14 Counterparts. This Agreement may be executed in counterparts and/or by electronic signature via a commercially recognized electronic signature platform and delivered by electronic means including portable document format (PDF), each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

19.15 Time is of the Essence. Franchisee understands that time is of the essence with respect to its obligations hereunder.

19.16 Anti-Terrorism Laws.

(a) Franchisee and the Owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws. In connection with such compliance, Franchisee and the Owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and the Owners are not otherwise in violation of any of the Anti-Terrorism Laws.

(b) "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States ("Executive Order 13224"), the Terrorism Sanctions Regulation (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control, and any other government agency with jurisdiction over the parties to this Agreement and/or their actions) addressing or in any way relating to terrorist acts and/or acts of war.

(c) Franchisee and the Owners certify that none of them, their respective employees, agents, bankers, Affiliates or anyone associated with them is listed in the Annex to Executive Order 13224. Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex. (A copy of the Annex can be accessed on the Internet at the following address: http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html.)

(d) Franchisee is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities set forth in Section 17.02 above of this Agreement pertain to Franchisee's obligations under this Section 19.16.

(e) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's Owners, agents, bankers, employees and Affiliates shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or an Affiliate thereof, in accordance with Section 14.02 above.

19.17 Timing. Franchisee acknowledges that it has had a copy of Franchisor's franchise disclosure document for at least fourteen (14) calendar days before signing this Agreement or any franchise or related agreement; or at least fourteen (14) calendar days before the payment of any consideration to Franchisor. Franchisee has had the opportunity to have this Agreement and the business offered hereunder reviewed by professionals of Franchisee's choosing before executing this Agreement.

19.18 Disavowal of Oral Representations. Franchisor and Franchisee acknowledge that each party desires all terms of their business relationship to be defined in this written agreement, and that neither party desires to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, Franchisor and Franchisee agree that this Agreement will supersede and cancel any prior and contemporaneous discussions between them. Franchisor and Franchisee each agree that each party has placed, and will place, no reliance on any discussions. Franchisee agree that no representations have been made to it about this Agreement, the Business, or the System other than as contained in this Agreement and in the franchise disclosure document received before Franchisee signed this Agreement. Franchisee agrees that no claims, representations, or warrantees of earnings, sales, profits, or success of the Business have been made to Franchisee.

19.19 No Waiver or Disclaimer of Reliance in Certain States . The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

FRANCHISOR:

GSS FRANCHISING LLC
a Delaware limited liability company

By: ______________________________

Print Name: _______________________
Title: ____________________________

FRANCHISEE:

If a corporation, partnership, limited liability company or other legal entity:

____

(Name of corporation, partnership, limited liability company or other legal entity)

By: ______________________________
Print Name: _______________________
Title: ____________________________

If Individual(s):

____
(Signature)

____
(Print Name)

[SIGNATURE PAGE TO GSS FRANCHISING LLC FRANCHISE AGREEMENT]

EXHIBIT A TO THE FRANCHISE AGREEMENT

DATA SHEET

1. The approved location (Premises) of the Game Show Studio Business shall be:

____

____

If no approved location has been determined at the time this Franchise Agreement is executed, then the Premises will be within the following area, provided the exact location will be subject to Franchisor's review and approval, and Franchisee authorizes Franchisor to define the Protected Territory and complete this Exhibit A upon Franchisor's approval of a location:

____

2. The Protected Territory shall be (subject to the terms of the Agreement, including but not limited to Section 2.03 of the Agreement) as follows, and which Protected Territory is reflected on the map attached to this Exhibit A:

____

____

3. The initial Franchise Fee shall be $____________ (See Section 6.01).

GSS FRANCHISING LLC

Initial: ____________ Date: ______________

FRANCHISEE

Initial: ____________ Date: ______________

EXHIBIT B TO THE FRANCHISE AGREEMENT

LIST OF PRINCIPALS AND OPERATING PRINCIPAL

FRANCHISEE'S PRINCIPALS

The following identifies all of Franchisee's Owners, including each Owner's address and percentage of beneficial interest in Franchisee:

Name of Principal	Address, Telephone, Email	Interest (%) with Description
		Total %:

FRANCHISEE'S OPERATING PRINCIPAL

The following identifies Franchisee's Operating Principal, including his/her contact information and percentage of beneficial interest in Franchisee:

Name of Operating Principal	Address, Telephone, Email	Interest (%) with Description

GSS FRANCHISING LLC

Initial: _____________ Date: _______________

FRANCHISE

Initial: _____________ Date: _______________

EXHIBIT C TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of ________________, _____ (the "Agreement") by and between GSS FRANCHISING LLC, a Delaware limited liability company ("Franchisor"), and ________________________________ ("Franchisee"), each of the undersigned owners of an interest in Franchisee and his/her spouse hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Franchisee made in connection with the Agreement (and any amendments) is true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement (and any amendments).

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; (e) notice of any amendment to the Agreement; and (f) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that: (i) his or her direct and immediate liability under this Personal Guaranty shall be joint and several; (ii) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses to do so punctually; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Personal Guaranty, which shall be continuing and irrevocable until satisfied in full.

Any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty will be subject to and enforced according to Section 18 of the Franchise Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature, under seal, effective as of the Effective Date of the Agreement.

GUARANTOR(S):

PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE	**OWNER**	**SPOUSE OF OWNER**
____________________	___________________________ (Signature)	_________________________ (Signature)
	___________________________ (Print Name)	_________________________ (Print Name)
____________________	___________________________ (Signature)	_________________________ (Signature)
	___________________________ (Print Name)	_________________________ (Print Name)
____________________	___________________________ (Signature)	_________________________ (Signature)
	___________________________ (Print Name)	_________________________ (Print Name)
____________________	___________________________ (Signature)	_________________________ (Signature)
	___________________________ (Print Name)	_________________________ (Print Name)

DATE: ______________, ______

EXHIBIT D TO THE FRANCHISE AGREEMENT

PERSONAL COVENANTS

These Personal Covenants are being made and executed in connection with that certain FRANCHISE AGREEMENT, dated as of the ___ day of ________, ____ (the "Franchise Agreement"), by and between GSS FRANCHISING LLC ("Franchisor") and _______________ ("Franchisee"). All capitalized terms used but not defined in these Personal Covenants shall have the meanings set forth in the Franchise Agreement.

Each of the undersigned hereby agrees that:

1. He or she is a Restricted Party.

2. As an inducement to Franchisor to enter into the Franchise Agreement, and in consideration of the direct and personal benefits the undersigned will derive from the Franchise Agreement, the undersigned acknowledges and agrees that: (a) he or she has read and understood Sections 7.01, 7.02, 7.03, 7.04, 7.05, 13.05, 14.02, 18.06 and 19.01 of the Franchise Agreement in their entirety; (b) he or she is and shall be personally bound by all of the obligations and covenants of Franchisee contained in such Sections as if such obligations and covenants were made and given personally thereby directly to Franchisor; and (c) such covenants and restrictions are reasonable, appropriate and necessary to protect the System, other Game Show Studio Businesses and the legitimate interest of Franchisor and do not cause undue hardship on the undersigned.

3. If any sentence, clause, paragraph, or combination of any of them in Sections 7.01, 7.02, 7.03, 7.04, 7.05, 13.05, 14.02, 18.06 and 19.01 of the Franchise Agreement is held by a court of competent jurisdiction to be unenforceable as applied to the undersigned, then such unenforceable sentence, clause, paragraph, or combination may be modified by such court to the extent necessary to render it enforceable, and if it cannot be so modified, it shall be severed and the remainder of Sections 7.01, 7.02, 7.03, 7.04, 7.05, 13.05, 14.02, 18.06 and 19.01 of the Franchise Agreement shall remain in full force and effect.

4. These Personal Covenants shall be governed by the internal laws of the State of Delaware, unless the law of another jurisdiction applies as provided for in Section 19.04 of the Franchise Agreement. These Personal Covenants may be enforced by Franchisor and its Affiliates in accordance with the terms of the Franchise Agreement.

The undersigned hereby execute and deliver this instrument effective as of the Effective Date of the Franchise Agreement.

_________________________________ Date:_______________
[Name]

_________________________________ Date:_______________
[Name]

_________________________________ Date:_______________
[Name]

EXHIBIT E TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS, INTERNET ADDRESSES, SOCIAL MEDIA PAGES

THIS ASSIGNMENT is entered into this ____ day of ______________, 20___, in accordance with the terms of the GSS FRANCHISING LLC Franchise Agreement ("Franchise Agreement") between __________________________________ ("Franchisee") and GSS FRANCHISING LLC ("Franchisor"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Franchised Business ("Franchise Business").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "Telephone Numbers and Listings") and (2) those certain internet website addresses ("URLs"), and (3) those certain social media accounts and the associated content contained on such social media pages of such accounts (e.g., Facebook, Instagram, X (f/k/a Twitter), TikTok, Snapchat, TripAdvisor, etc.) ("Social Media Pages") which are associated with Franchisor's trade and service marks and used in connection with the operation of the Franchise Business. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and/or Franchisee's internet service provider ("ISP") or social media platforms on which the Marks have been utilized ("Social Media Platforms") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement, Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings, the URLs, and the Social Media Pages and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings, URLs, or Social Media Pages and shall remain liable to the Telephone Company, the ISP, and the Social Media Platforms for all past due fees owing to the Telephone Company, the ISP and the Social Medial Platforms, as applicable, on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings, URLs, and Social Media Pages and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company, the ISP or Social Medial Platform to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company, the ISP and the Social Media Platforms to assign the Telephone Numbers, Listings, URLs and Social Media Pages to Franchisor. If Franchisee fails to promptly direct the Telephone Company, the ISP and the Social Medial Platforms to assign the Telephone Numbers and Listings, URLs, and Social Media Pages to Franchisor, Franchisor shall direct the Telephone Company, the ISP and the Social Media Platforms to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company, the ISP and the Social Media Platforms may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers, Listings, URLs and Social Media Pages upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's, ISP's and each Social Media Platform's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company, the ISP or a Social Medial Platform requires that the parties execute the Telephone Company's, the ISP's or such

Social Medial Platform's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

FRANCHISOR:	FRANCHISEE:
GSS FRANCHISING LLC	**FRANCHISEE ENTITY**
By:___________________________________	By:_________________________________
Its: ___________________________________	Its:_________________________________

EXHIBIT F TO THE FRANCHISE AGREEMENT

ACH FORM

3212 Rice St.
St. Paul, MN 55126

Recurring ACH Payment Authorization Form

Sign and complete this form to authorize GSS FRANCHISING LLC to make monthly debits to your checking or savings account.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date, as part of the Franchise Agreement ("Franchise Agreement") with GSS FRANCHISING LLC or any related agreement with such entity or its affiliates.

Please complete the information below:

I ________________________________, the owner or authorized representative of
(Full Name)

________________________________, authorize GSS FRANCHISING LLC and its affiliates to charge my
(Business Name)

bank account indicated below for any fees owed to GSS FRANCHISING LLC or its affiliates in connection with the Franchise Agreement or any other related agreement to the franchise relationship established thereunder.

Billing Address ________________________________ Phone# ____________________________

City, State, Zip ________________________________ Email ____________________________

Account Type: ☐ Checking ☐ Savings

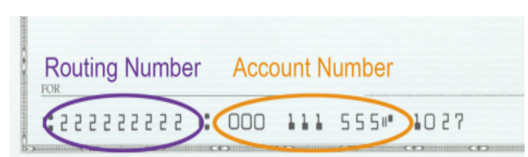
Name on Acct ____________________________________

Bank Name ____________________________________

Account Number ____________________________________

Bank Routing # ____________________________________

Bank City/State ____________________________________



SIGNATURE ______________________________________ DATE ___________________

I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted transaction date. In the case of the payment being rejected for Non Sufficient Funds (NSF) I understand that GSS FRANCHISING LLC and its affiliates may at their respective discretion attempt to process the charge again within 10 days, and I agree to an additional $30 charge for each returned NSF, which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute billing hereunder with my bank so long as the transaction corresponds to the terms indicated in this agreement.

EXHIBIT G TO THE FRANCHISE AGREEMENT

GSS FRANCHISING LLC
COMPLIANCE CERTIFICATION FORM

THIS DOCUMENT SHALL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

DO NOT SIGN THE ACKNOWLEDGEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, MARYLAND.

The Franchise Disclosure Document was provided to me by:

1) At least 14 calendar days before I signed a binding agreement.

Franchisee's Initials _______

2) At least 14 calendar days before I made any payment to GSS FRANCHISING LLC or its affiliates.

Franchisee's Initials _______

Representations:

No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written Addendum signed by me and an officer of Franchisor except as follows:

____

____

Franchisee's Initials ______

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity except as follows:

____

____

Franchisee's Initials ______

No oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:

____

____

Franchisee's Initials ______

No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed by me and an officer of Franchisor, except as follows: ____

____

Franchisee's Initials ______

A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees except as follows:

____

____

Franchisee's Initials ______

I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows:

____

____

Franchisee's Initials ______

The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor, except as follows:

____

____

Franchisee's Initials ______

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects, or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results.

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, “side deals”, options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee’s obligations except by means of a written Addendum signed by Franchisee and Franchisor.

If any such representations, “side deals”, contingencies or otherwise have been made by you, by any person or otherwise exist, immediately inform the President of the Franchisor.

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete.

Franchisee acknowledges that Franchisor has relied upon Franchisees’ representations made herein as a basis on which to enter into the Franchise Agreement.

Franchisee Entity:

By: ____________________________
Name: __________________________
Date: ___________________________

EXHIBIT H TO THE FRANCHISE AGREEMENT

FRANCHISE ADDENDUM TO REAL ESTATE LEASE AGREEMENT

This Lease Addendum ("Addendum") is made and entered into as of __________20__, is by and between ___________________ ("Landlord"), and ___________________________("Tenant") and modifies, supplements and forms a part of that certain _______________________ dated as of the same date hereof (the "Lease").

RECITALS

A. Landlord and Tenant have entered into the Lease concerning real estate commonly known and addressed as _________________________ and as more particularly described in the Lease (the "Premises").

B. Tenant has agreed to use the Premises for the operation of a GAME SHOW STUDIO® business pursuant to a franchise agreement, as same may be amended, modified, supplemented, replaced or restated (collectively hereinafter referred to as the "Franchise Agreement") with GSS FRANCHISING LLC ("Franchisor").

C. The parties desire to modify and supplement the Lease in accordance with the terms and conditions contained in this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the promises hereinafter contained, the sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows notwithstanding anything contained in the Lease to the contrary:

1. Remodeling and Décor. Landlord agrees to allow Tenant to remodel, equip, paint and decorate the interior of the Premises and to display proprietary marks and signs on the interior and exterior of the Premises pursuant to the Franchise Agreement.

2. Restrictive Covenants. Landlord represents and warrants that (i) the use of the Premises for the operation of a GAME SHOW STUDIO business as contemplated by the Franchise Agreement is in compliance with, and does not violate, any restriction or covenant regarding use of the Premises, and (ii) no other party has any contractual right inconsistent with the use of the Premises for the operation of a GAME SHOW STUDIO business.

3. Assignment. Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor, or its affiliates, at any time during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent to such assignment; *provided*, *however*, no assignment of the Lease will be effective until Franchisor or its designated affiliate gives Landlord written notice of its acceptance of such assignment. If Franchisor, or its affiliate, elects to accept assignment of the Lease under this paragraph or unilaterally accepts assignment of the Lease as provided for in this Addendum, then Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations under the Lease, including without limitation, amounts owed to Landlord, prior to the date of such assignment, and (ii) Franchisor, or its affiliate, will have the right to thereafter assign the Lease or sublease the Premises to a franchisee of Franchisor without the prior consent or approval of Landlord; *provided*, *however*, such franchisee shall agree to operate the Premises pursuant to a franchise agreement

with Franchisor. Franchisor, or its affiliate, shall only be responsible for obligations under the Lease arising or incurred during such time that Franchisor, or such affiliate, is the tenant under the Lease.

4. Default and Notice. In the event there is a default or violation by Tenant under the terms of the Lease, Landlord agrees to give Franchisor written notice of such default or violation on the same day Landlord provides such notice to Tenant. Landlord agrees that Franchisor has the right, but is under no obligation, to cure the default or violation of Tenant set forth in any notice provided by Landlord. Franchisor shall have an additional fifteen (15) days after the expiration of Tenant's cure period in which to cure the default or violation. All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to GSS FRANCHISING LLC, 3212 Rice Street, St. Paul, MN 55126. Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees to notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent. Upon Tenant's default and failure to cure a default under either the Lease or the Franchise Agreement, Franchisor has the right (but not the obligation) to unilaterally accept assignment of Tenant's interest in the Lease in accordance with this Addendum.

5. Termination or Expiration. Upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right (but not the obligation) to unilaterally accept assignment of Tenant's interest in the Lease in accordance with this Addendum. Upon the expiration or termination of the Lease, if Franchisor does not accept assignment of Tenant's interest in the Lease, then Landlord agrees to cooperate and allow Franchisor to enter the Premises, without cost and without being liable for trespass and without incurring any liability to Landlord, to remove all signs and all other items identifying the Premises as a GAME SHOW STUDIO business and to make such other modifications as are reasonably necessary to protect the proprietary marks and franchise system of Franchisor, and to distinguish the Premises from GAME SHOW STUDIO businesses. In the event Franchisor exercises its option to acquire title or any other interest in the assets of Tenant, Landlord agrees to permit Franchisor to remove all such assets from the Premises.

6. Consideration; No Liability. Landlord acknowledges and agrees that (i) the provisions of this Addendum are required pursuant to the Franchise Agreement and that Tenant may not lease the Premises without this Addendum, (ii) Tenant is not an agent or employee of Franchisor and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations, or liabilities of or against Franchisor or any affiliate of Franchisor, and (iii) nothing contained in this Addendum makes Franchisor or its affiliates a party or guarantor to the Lease, and does not create any liability or obligation of Franchisor or its affiliates.

7. Modification. No amendment or variation of the terms of this Addendum shall be valid unless made in writing and signed by the parties and the parties have obtained Franchisor's prior written consent thereto.

8. Reaffirmation of Lease. Except as supplemented or modified by this Addendum, all of the terms, conditions, and covenants of the Lease remain in full force and effect.

9. Miscellaneous. Landlord and Tenant agree that Franchisor is a third-party beneficiary of this Addendum, with independent rights of enforcement. References to the Lease and to the Franchise Agreement include all amendments, addenda, extensions, and renewals to such documents. References to Landlord, Tenant, and Franchisor include the successors and assigns of each of the parties.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above.

LANDLORD:	TENANT:
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________

<u>EXHIBIT I TO THE FRANCHISE AGREEMENT</u>

STATE SPECIFIC ADDENDA

Attached.

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor"**) with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

1. **BACKGROUND**. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

2. No disclaimer, questionnaire, clause, or statement signed by a Franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any Franchisor, broker or other person acting on behalf of the Franchisor that was a material inducement to a Franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:______________________________________
Name:____________________________________
Title:_____________________________________

Date:_____________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:______________________________________
Name:____________________________________
Title:_____________________________________

Date:_____________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:_____________________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

Illinois law governs the Franchise Agreement.

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:___________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:___________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:_________________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ______________________, 20___ (the "Franchise Agreement"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is domiciled in Maryland, and/or (b) the Business that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES.** The following is added to the end of Sections 13.02(f) and 15.03 of the Franchise Agreement:

> However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY**. The following sentence is added to the end of Section 14.02 of the Franchise Agreement:

> Section 14.02 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **FORUM FOR LITIGATION**. The following language is added to the end of Section 18.04 ("Jurisdiction and Venue") of the Franchise Agreement:

> Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **GOVERNING LAW**. The following sentence is added to the end of Section 19.04 ("Governing Law") of the Franchise Agreement:

> Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern any claim arising under that law.

6. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 18.06 ("Damages and Timing of Claims") of the Franchise Agreement:

> Franchisee must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after Franchisor grant Franchisee the franchise.

7. **ACKNOWLEDGMENTS**. The following is added as a new Section 19.19 to the end of the Franchise Agreement:

19.19. ACKNOWLEDGEMENTS.

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

8. **ARBITRATION**. The following sentences are added to the end of Section 18.03 ("Arbitration"):

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:_________________________________

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN MINNESOTA

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor"**) with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ________________________________ a ______________________ (**"Franchisee"**), whose principal business address is ________________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ________________________, 20___ (the "Franchise Agreement"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Business that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

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

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

3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

4. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3-5 which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

5. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

6. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

8. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

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

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:_________________________________

**ADDENDUM TO THE
FRANCHISE AGREEMENT FOR USE IN THE
STATE OF NEW YORK**

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ____________________________, (the "Franchise Agreement"). This Addendum is being signed because (a) Franchisee is domiciled in the State of New York and the Business that Franchisee will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

2. **RELEASES**. The following language is added to the end of Sections 13.02(f) and 15.03 of the Franchise Agreement:

> Notwithstanding the foregoing all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

3. **TERMINATION OF AGREEMENT - BY FRANCHISEE**. The following language is added to Section 14.01 of the Franchise Agreement:

> Franchisee also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. **INJUNCTIVE RELIEF.** The following sentence is added to the end of Section 18.04:

> Franchisor's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

5. **FORUM FOR LITIGATION**. The following statement is added at the end of Section 18.04 of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

6. **GOVERNING LAW.** The following is added to the end of Section 19.04 of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:___________________________________
Name:_________________________________
Title:__________________________________

Date:__________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:___________________________________
Name:_________________________________
Title:__________________________________

Date:__________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:__________________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor"**) with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ______________________, 20___ (the "Franchise Agreement"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is a resident of North Dakota and the Business that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES**. The following is added to the end of Sections 13.02(f) and 15.03 of the Franchise Agreement:

> Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE**. The following is added to the end of Section 7.01 of the Franchise Agreement:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

4. **FORUM FOR ARBITRATION AND MEDIATION,**. The following is added to the end of Sections 18.02 and 18.03 of the Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, THE SITE OF ARBITRATION AND MEDIATION MUST BE AGREEABLE TO ALL PARTIES AND MAY NOT BE REMOTE FROM THE FRANCHISEE'S PLACE OF BUSINESS.

5. **WAIVER OF EXEMPLARY AND PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, the waiver of punitive and exemplary damages in Section 18.06 of the Franchise Agreement is deleted.

6. **WAIVER OF JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Section 18.05 of the Franchise Agreement is deleted.

7. **LIMITATIONS OF CLAIMS**. To the extent required by the North Dakota Franchise Investment Law, the one-year limitation on bringing claims or actions, as set forth in Section 18.06 of the Franchise Agreement, is deleted. The statute of limitations under North Dakota law will apply.

8. **LIQUIDATED DAMAGES**. To the extent required by the North Dakota Franchise Investment Law, Section 16.05 of the Franchise Agreement is deleted.

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:________________________________
Name:______________________________
Title:_______________________________

Date:_______________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:________________________________
Name:______________________________
Title:_______________________________

Date:_______________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:_______________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ________________________________ a ______________________ (**"Franchisee"**), whose principal business address is _________________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _________________________, 20____ (the "Franchise Agreement"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is domiciled in Rhode Island and the Business that Franchisee will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **NON-RENEWAL AND TERMINATION.** The following paragraph is added to the end of Sections 14 and 15:

> Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

3. **GOVERNING LAW / FORUM FOR LITIGATION**. The following language is added to the end of Sections 18.04 and 19.04 of the Franchise Agreement:

> SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT." TO THE EXTENT REQUIRED BY APPLICABLE LAW, RHODE ISLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:__________________________________
Name:________________________________
Title:_________________________________

Date:_________________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ________________________________ a ______________________ (**"Franchisee"**), whose principal business address is _________________________________.

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

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

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

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

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

5. **STATUTE OF LIMITATIONS AND WAIVER OF JURY TRIAL**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **TERMINATION BY FRANCHISEE**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

GSS FRANCHISING LLC

By:__________________________________
Name:_______________________________
Title:________________________________

Date:________________________________

FRANCHISEE

(IF ENTITY):

____
[Name]

By:__________________________________
Name:_______________________________
Title:________________________________

Date:________________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

Date:________________________________

ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN WISCONSIN

THIS ADDENDUM (the "**Addendum**") is made and entered into by and between **GSS FRANCHISING LLC**, a Delaware limited liability company (**"Franchisor**") with its principal business address at 3212 Rice Street, St. Paul, MN 55126, and ______________________________ a ____________________ (**"Franchisee"**), whose principal business address is ______________________________.

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ______________________, 20____ (the "Franchise Agreement"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is domiciled in Wisconsin and the Business that Franchisee will operate under the Franchise Agreement will be located in Wisconsin; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Wisconsin.

2. **NON-RENEWAL AND TERMINATION.** The following paragraph is added to the end of Sections 14 and 15:

> Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR	**FRANCHISEE**
GSS FRANCHISING LLC	**(IF ENTITY):**
By:_______________________________ Name:_____________________________ Title:______________________________	_________________________________ [Name]
Date:______________________________	By:_______________________________ Name:_____________________________ Title:______________________________
	Date:______________________________
	(IF INDIVIDUALS):
	_________________________________ [Signature] _________________________________ [Print Name]
	_________________________________ [Signature] _________________________________ [Print Name]
	Date:______________________________

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

GSS FRANCHISING LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPER

DEVELOPMENT TERRITORY

GSS FRANCHISING LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

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GSS FRANCHISING LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement ("Agreement") is made as of this _______________ day of ____________, 20__ (the "Effective Date"), by and between **GSS FRANCHISING LLC** ("Franchisor," "we," or "us"), a Delaware limited liability company, with its principal place of business located at 3212 Rice Street, St. Paul, MN 55126, and ____________________________________, a(n) ______________________________, with its principal place of business located at ____ ("Developer" or "you").

RECITALS:

A. We or our Affiliates own, operate and franchise GAME SHOW STUDIO® branded Hollywood-inspired, live-hosted immersive and interactive game show experiences, offering an entertaining option for a variety of occasions and gatherings. In an age dominated by smart phones and social media, Game Show Studios aim to bring people together to share an experience, laugh, and forge lifelong memories. We have developed and own a comprehensive System for developing and operating Game Show Studio businesses. We license our trademark rights in GAME SHOW STUDIO® and THE GAME SHOW STUDIO® and may in the future adopt, use, and license additional or substitute trademarks, service marks, logos, and commercial symbols in connection with the operation of Game Show Studio businesses (collectively the "Marks"). Game Show Studio businesses use our business methods, designs and arrangements for developing and operating game show businesses, which include the Marks, building and/or room designs and layouts, trade dress, proprietary software, and specifications and standards for equipment, technology, marketing and advertising, and certain operating, service and business standards and policies, all of which we may improve, further develop or otherwise modify at any time and from time to time (all of which are collectively referred to as the "System"). As used in this Agreement, a "Game Show Studio Business" means a GAME SHOW STUDIO business that we or any of our Affiliates own, operate or franchise that use the Marks and System. Any capitalized terms used herein not otherwise defined shall have the definition assigned to them in the Franchise Agreement for your first franchised Game Show Studio Business signed contemporaneously with this Agreement.

B. You acknowledge that you have read this Agreement and our Franchise Disclosure Document. You have conducted an independent investigation and analysis of the prospects for the establishment of Game Show Studio Businesses within the Development Territory (as defined below), approve of the Development Schedule (as defined below) as being reasonable, viable, and essential to the potential success of your business, and recognize that failure to sign a Franchise Agreement, open a Game Show Studio Business or have a cumulative number of Game Show Studio Businesses open and operating, according to the applicable dates set forth in the Development Schedule, gives us the right, in our sole discretion, to immediately terminate this Agreement pursuant to Section 5. You recognize that the market for experiential- and entertainment-based services is highly competitive and developed, but also rapidly evolving. You recognize that the nature of interactive entertainment businesses and offerings may change over time, that an investment in a Game Show Studio Business involves business risks and that the success of the venture is largely dependent on your own business abilities, efforts and financial resources. You have not received or relied on: (a) any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement; or (b) any promises that any parent company or Affiliate will back us up financially or otherwise guarantee our performance.

C. You and your Owners, if applicable, represent and warrant to us that: (a) neither you nor any of your Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; (b) neither you nor any of your Owners has any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as otherwise completely and accurately disclosed in your franchise application submitted to us; and (c) the execution and performance of this Agreement will not violate any other agreement to which you or any of your Owners may be bound. You recognize that we have approved your franchise application in reliance on all of the statements you and your Owners have made in connection therewith.

D. You are entering into this Agreement because you want to develop and operate multiple franchised Game Show Studio Businesses that use the Marks and the System. You recognize that while you will have certain limited rights to transfer your interest in this Agreement, and in the Game Show Studio Businesses you develop, we are entering into this Agreement with you based on your representation that you intend to personally develop all of the Game Show Studio Businesses described in this Agreement, and not with a view to reselling your right to open these Game Show Studio Businesses.

AGREEMENTS:

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS.

The following provisions control with respect to the rights granted under this Agreement:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate the number of Game Show Studio Businesses identified in the Rider (the "Franchised Businesses"), using the Marks and System and operating within the territory described in the Rider (the "Development Territory").

B. You agree to be bound by the "Development Schedule" set forth in the Rider. Time is of the essence for the development of each Franchised Business under this Agreement and for the signing of each Franchise Agreement as set forth in the Development Schedule. Each Franchised Business must be developed and operated by you under a separate Franchise Agreement that you enter into with us.

C. Unless otherwise indicated in the Rider and except as set forth in Section D below or otherwise in this Agreement, if you are in compliance with this Agreement and any and all Franchise Agreement(s) you have with us, we will not develop or operate—or grant anyone else a franchise to develop and operate—a Game Show Studio Business from any location in the Development Territory before the earlier of: (i) the expiration or termination of this Agreement; (ii) the date on which you must sign the Franchise Agreement for your last Franchised Business under the terms of the Development Schedule; and (iii) the date when the individual Protected Territory given to you under a Franchise Agreement for your last Franchised Business is determined. Notwithstanding anything in this Agreement, when the earliest of the above events occurs: (i) the Development Territory will expire; and (ii) we will be entitled to develop and operate—or to franchise others to develop and operate—Game Show Studio Businesses from locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been signed between us and you (or your Affiliates) and that has not been terminated. If the Development Territory covers more than one city, county, or designated market area, the protection granted under this Agreement for each particular city, county or designated market area will also expire on the date when we determine the protected territory to be given to you under the franchise agreement for your final Franchised Business to be developed in that city, county, or designated market area. If at any time you fail to comply with the Development Schedule, we may in lieu of terminating this Agreement, choose, in our sole discretion, to use other remedial measures for your breach of this Agreement, which include, but are not limited to: (i) loss of the limited exclusivity, or reduction in the scope of protections, granted to you in this Section 1 for the Development Territory; (ii) reduction in the scope of the Development Territory; and/or (iii) reduction in the number of Franchised Businesses to be developed by you. If we exercise said right(s), we shall not have waived our right to, in the case of future defaults, exercise all other rights and invoke all other provisions that are provided in law and/or set out under this Agreement.

D. You acknowledge and agree that other than as set forth in Section C above, we and our Affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all rights and discretion with respect to the Marks, the System, the sale of products and services similar or dissimilar to those offered by Game Show Studio Businesses, and the operation or franchising of Game Show Studio Businesses anywhere located or to be located, and may engage in any business activities whatsoever, within or outside the Development Territory, whenever and wherever we desire. Specifically, by way of example and without limitation, we reserve the following rights: (a) to establish and operate, and grant to others the right to operate, Game Show Studio Businesses physically located outside the Development Territory, on such terms and conditions as we deem appropriate (you acknowledge that such Game Show Studio Businesses may be in direct competition with your Franchised Business(es), without regard to any adverse effects of such activities on your Franchised Business(es) and without any obligation or liability to you), which includes the right of us and others to perform Travel Shows in your Development Territory; (b) to establish and operate, and grant to others the right to operate, Game Show Studio Businesses, or other entertainment and/or experiential businesses using any part or all of the System and/or Marks, that are located at or operated from Non-Traditional Sites within or outside the Development Territory; (c) to sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through alternative channels of distribution, wherever located or operating (including, without limitation, the internet or similar electronic media, catalogs, and physical outlets like kiosks, club stores, and retailers); (d) to establish and operate, and grant to others the right to operate, other businesses identified by trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate and wherever such businesses are located, which businesses may be located within the Development Territory and may offer products and services that are the same as or similar to those offered by Game Show Studio Businesses; (e) to acquire the assets or ownership interests of one or more businesses providing products and services similar or dissimilar to those provided at Game Show Studio Businesses, and to franchise, license or create similar arrangements with respect to these businesses once acquired, and which businesses we may (at our sole discretion, and without obligation) convert, or allow to be converted, to operations as Game Show Studio Businesses using any of the Marks and/or the System, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in your Development Territory, if applicable); and (f) to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Game Show Studio Businesses, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Development Territory.

2. DEVELOPMENT FEE.

A. In consideration of the development rights granted herein, you shall pay us a development fee equal to Forty Thousand Dollars ($40,000) multiplied by the number of Franchised Businesses to be developed under this Agreement, in the total amount as set forth in the Rider (the "Development Fee"). The portion of the Development Fee that is due and payable to Franchisor upon execution of this Agreement, which you shall pay us contemporaneously with the execution of this Agreement, is also set forth in the Rider. For each Franchise Agreement signed pursuant to this

Agreement, you agree to pay us the remaining portion of the Development Fee in the amount set forth in the Rider, which you shall pay contemporaneously with the execution of each such Franchise Agreement.

B. You will sign the Franchise Agreement for your first Franchised Business contemporaneously with this Agreement. A separate Franchise Agreement must be signed for each Franchised Business as it is identified, which must be consistent with the Development Schedule. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of the Franchised Business.

C. You expressly acknowledge and agree that the Development Fee is fully earned by us upon execution of this Agreement and is non-refundable in consideration of administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the rights granted herein to you, even if you do not enter into any Franchise Agreements pursuant to this Agreement. If you fail or choose not to develop any Franchised Business that is permitted under this Agreement, you will not be entitled to any return or refund of the Development Fee or any portion thereof.

3. DEVELOPMENT SCHEDULE.

The following provisions control with respect to your development rights and obligations:

A. You must comply with the Development Schedule requirements regarding: (i) the execution of the Franchise Agreements; (ii) the opening date for each Franchised Business; and (iii) the cumulative number of Franchised Businesses to be open and continuously operating for business in the Development Territory. If you fail to either sign a Franchise Agreement or to open a Franchised Business according to the dates set forth in the Development Schedule, we, in our sole discretion, may immediately terminate this Agreement under Section 5, or alter your development rights as described in Section 1.C.

B. You may not open a Franchised Business under this Agreement unless you meet each of the following conditions (these conditions apply to each Franchised Business to be developed in the Development Territory):

1. You must not be in default of this Agreement, any Franchise Agreement entered into under this Agreement, or any other agreement between you or any of your Affiliates and us or any of our Affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Franchised Businesses.

2. You and we have entered into our then-current form of Franchise Agreement and such other agreements that we require for the grant of Game Show Studio Business franchises for the proposed Franchised Business. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations; *provided, however*, that you will not be required to pay any initial franchise fee under any of those agreements. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of the Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Franchised Business must be in accordance with the terms of the applicable Franchise Agreement.

3. You will be solely responsible for identifying, submitting for our approval, and securing specific sites for each Franchised Business. The following terms and conditions shall apply to each Franchised Business to be developed hereunder: We will provide you with our site approval criteria. We may, but are not required to, use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. You will submit to us, in a form specified by us, a completed site approval package, which shall contain such information or materials as we may reasonably require. We will use reasonable efforts to approve or disapprove the proposed site for the Franchised Business within thirty (30) days after receipt of the site approval package. In the event we do not approve a proposed site by written notice to you within said thirty (30) days, such site shall be deemed disapproved by us. No site shall be deemed approved unless it has been expressly approved in writing by us. If we do not approve of a proposed site, you must identify and notify us of new sites until we approve a site for the Franchised Business.

4. You hereby acknowledge and agree that approval by us of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Approval by us of the site indicates only that we believe the site complies with acceptable minimum criteria established by us solely for its purposes as of the time of the evaluation. Both we and you acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to approval by us of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria used by us could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control. We shall not be responsible for the failure of a site approved by us to meet your expectations as to revenue or operational criteria.

4. TERM.

Unless sooner terminated in accordance with Section 5 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that you sign the Franchise Agreement for the last Franchised Business that is scheduled to be opened under the Development Schedule. There are no rights of renewal under this Agreement.

5. DEFAULT AND TERMINATION.

You will be deemed in default under this Agreement if you breach any of the terms of this Agreement or if you or any Affiliate of yours breaches any of the terms of any Franchise Agreement or any other agreement that you or your Affiliates have with us or our Affiliates.

All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency, or file any action or petition of insolvency; (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority; (iii) you make a general assignment or other similar arrangement for the benefit of your creditors; (iv) a final judgment against you remains unsatisfied of record for thirty (30) days or longer; (v) execution is levied against your business or property, or the business or property of any of your Affiliates that have entered into Franchise Agreements with us; (vi) a suit to foreclose any lien or mortgage against premises or equipment is instituted against you and not dismissed within thirty (30) days, or is not in the process of being dismissed; (vii) you fail to meet your development obligations set forth in the Development Schedule; (viii) you or any of your Affiliates open any Franchised Businesses before that person or entity has signed a Franchise Agreement with us for that Franchised Business in the form we provide; (ix) you fail to comply with any other provision of this Agreement, or your or any of your Affiliates fail to comply with any other agreement you or they have with us or our Affiliates, and do not correct the failure within thirty (30) days after written notice of that failure is delivered to the breaching party (except that if the failure to comply is the third (3^{rd}) failure to comply with any provision of any agreement that you or any of your Affiliates have with us or an Affiliate of ours within twelve (12) consecutive months, then we need not provide any opportunity to cure the default); (x) you fail to pay when due any amount owed to us or our Affiliate(s) under this Agreement, and you do not correct such failure within ten (10) days after written notice thereof is delivered to you; or (xi) we have delivered to you or any of your Affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

The foregoing notwithstanding, to the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, nonrenewal or the like other than in accordance with applicable law, such provisions will, to the extent such are not in accordance with applicable law, be superseded by said law, and the Franchisor will comply with applicable law in connection with each of these matters.

6. RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION.

Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Franchised Businesses under this Agreement will automatically be revoked and will be null and void. We will have the right to develop the Development Territory or to contract with one or more other franchisees for the future development of the Development Territory. You will not be entitled to any refund of any fees.

B. You must within fifteen (15) days of the termination or expiration pay all sums owing to us and our Affiliates, including without limitation any remaining outstanding balance of the Development Fee. In addition, in the event of any default by you that results in a premature termination of this Agreement (regardless of which party actually terminates this Agreement), in addition to any other remedies available to us, you must pay us, as a measure of our actual damages and not as a penalty, an amount equal to Fifteen Thousand Dollars ($15,000) for each of the first two (2) Franchise Agreements you failed to sign as required by this Agreement plus Seven Thousand Five Hundred Dollars ($7,500) for each additional Franchise Agreement you failed to sign as required by this Agreement. You agree that this amount is in addition to the Development Fees paid under this Agreement, and is for lost revenues from royalty fees and other amounts payable to us, including the fact that you were holding the development rights for those Franchised Businesses and precluding the development by others of Game Show Studio Businesses in the Development Territory. Notwithstanding your agreement, if a court determines that this damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

7. TRANSFER.

The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity. Upon any transfer of this Agreement by us or any of our legal rights and obligations hereunder, we will be released from all such obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer.

B. We enter into this Agreement with specific reliance on your personal experience, skills, and managerial and financial qualifications. Consequently, this Agreement—and your rights and obligations under it—is and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent.

1. As used in this Agreement, the term "Transfer" means any sale, assignment, lease, gift, pledge, mortgage, or any other encumbrance, transfer by bankruptcy, transfer by your permanent disability or death, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law, or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you. You acknowledge that these provisions prohibit you from subfranchising or sublicensing any right you have under any agreement with us, and that your intent in entering into this Agreement is that you (and not any licensee or transferee) will be opening and operating the Franchised Businesses to be developed under this Agreement. In addition, if there are two (2) individuals signing this Agreement as Developer, and one (1) of those individuals is no longer involved in the ownership of the business that is developing Franchised Businesses, the withdrawal of that person will be considered a Transfer. A Transfer will also be deemed to occur when there are more than two (2) people listed as the Developer and there is a change of the ownership of the business such that less than a majority of the original signatories continue to have a majority interest in the equity of the business.

2. We will not charge you any fee in connection with your Transfer of your interest in this Agreement. However, as a condition to our approval of any Transfer, you must sign Franchise Agreements for all of the Franchised Businesses to be developed under this Agreement, you must transfer all of those agreements to the same person or entity that acquires your interest in this Agreement, and you must comply with all of the conditions for transferring each of those agreements, including any requirement to pay a transfer fee in connection with the transfer of each of those agreements.

3. The restriction on Transfer contained in this Agreement does not apply to, or otherwise restrict, your right to transfer any interest in any Franchise Agreement you previously signed for any Franchised Business to be developed under this Agreement. You may transfer those agreements apart from any rights you have in this Agreement, provided you comply with the transfer provisions of each agreement you seek to transfer.

4. We may expand upon, and provide more details related to, the conditions for Transfer and our consent as described in this Section 7, and may do so in the Operations Manual or otherwise in writing.

8. ACKNOWLEDGEMENTS. To induce us to execute this Agreement, you represent and warrant to us as follows:

A. You recognize and acknowledge the importance of maintaining our standards for service, and further recognize and acknowledge the importance of following the System with respect to the development and operation of Franchised Businesses.

B. You have the entire control and direction of the Franchised Businesses to be opened and operated by you, subject only to the conditions and covenants established by the Franchise Agreements for those Franchised Businesses. You acknowledge that the businesses to be operated under those Franchise Agreements involve business risks, and that your success shall be largely determined by your own skill and efforts as an independent business person.

C. You have entered into this Agreement after making an independent investigation of our operations and history and not upon any representation as to profits which you might be expected to realize and that no one has made any representation to induce you to accept the franchise granted hereunder and to execute this Agreement, except as may be set forth in the Franchise Disclosure Document you acknowledge receiving at least fourteen (14) days prior to the date you paid us or any Affiliate any money or executed any agreement with us or any Affiliate.

9. MISCELLANEOUS.

You acknowledge that other Game Show Studio franchisees/ multi-unit developers have or will be granted franchises or multi-unit development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement. You shall not complain on account of any variation from standard specifications and practices granted to any other franchisee/ multi-unit developer and shall not be entitled to require us to grant to you a like or similar variation thereof. The provisions set forth in the Franchise Agreement for your first Franchised Business containing any covenants not to compete, confidentiality obligations, enforcement provisions, indemnification obligations, notice provisions, and sections referenced as “Relationship of the Parties,” “Dispute Resolution,” and “Miscellaneous” are incorporated into this Agreement by reference and will be applicable to this Agreement until such time as you sign a subsequent Franchise Agreement, at which time the provisions of the new agreement relating to covenants not to compete, confidentiality obligations, enforcement provisions, indemnification obligations, notice provisions, and sections referenced as “Relationship of the Parties,” “Dispute Resolution,” and “Miscellaneous” will be incorporated into this Agreement by reference in place of the previous provisions. Likewise, if you later sign yet another Franchise Agreement, at all times, the provisions contained in the last Franchise Agreement you sign with us, which relate to covenants not to compete, confidentiality obligations, enforcement provisions, indemnification obligations, notice provisions, and sections referenced as “Relationship of the Parties,” “Dispute Resolution,” and “Miscellaneous” are hereby incorporated into this Agreement by reference in place of the previous provisions. You acknowledge having received a copy of our current form of Franchise Agreement for use in the sale of Franchised Businesses, and that until you sign an agreement for your first Franchised Business, the provisions of the form we provided to you relating to these matters will be deemed incorporated in this Agreement by reference and applicable to this Agreement. Any reference to the expression “this Agreement” in those Sections will be interpreted as a reference to this Multi-Unit Development Agreement, any reference to “Franchisee” or “you” in those Sections will read as “Developer,” and any reference to “Protected Territory” will read as “Development Territory.” Any provisions of this Agreement which, by their nature, may or are to be performed following expiration or termination of this Agreement, will survive termination or expiration.

No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

[THIS AGREEMENT CONTINUES WITH A RIDER, WHICH IS A PART OF THIS AGREEMENT]

MULTI-UNIT DEVELOPMENT AGREEMENT RIDER

1. **Development Territory**:

____

____

If the Development Territory references one or more areas yet to be determined, then we reserve the right to develop and operate Studios in and around the above-described city, county, or area, and to sell franchises and grant territories to others—including through area development agreements—who will operate Studios in and around the above-described city, county, or area. You may then be required to choose a final area for your Development Territory outside of any protected territory given to us or to any other franchisee or multi-unit developer, which final area may be outside of the county, city, or area identified above. Should this happen, you would have to obtain our review and approval for a new Development Territory.

2. **Number of Franchised Businesses** to be opened in the Development Territory: ________

3. **Development Fee**: You acknowledge and agree that a material provision of this Multi-Unit Development Agreement is your agreement to pay us, in accordance with the terms of this Agreement, the following Development Fee, which directly correlates with the number of Franchised Businesses you intend to open:
   a. Total Development Fee: $_________________.
   b. Portion of the Development Fee due and payable upon execution of this Agreement: $_________________.
   c. Portion of the Development Fee due and payable upon execution of each Franchise Agreement, excluding your first Franchise Agreement: $______________.

4. **Development Schedule**: You acknowledge and agree that a material provision of this Multi-Unit Development Agreement is that the following number of Franchised Businesses must be opened and continuously operated by you in the Development Territory in accordance with the following Development Schedule:

FRANCHISED BUSINESS NUMBER	DATE BY WHICH FRANCHISE AGREEMENT MUST BE SIGNED	DATE BY WHICH THE FRANCHISED BUSINESS MUST BE OPENED AND OPERATED BY YOU IN THE DEVELOPMENT TERRITORY	CUMULATIVE NUMBER OF FRANCHISED BUSINESSES TO BE OPENED AND OPERATED BY YOU IN THE DEVELOPMENT TERRITORY AS OF THE DATE IN PRECEDING COLUMN
1	Date of this Agreement	☐120 Days from Effective Date of this Agreement ☐180 Days from Effective Date of this Agreement (the checked date, the "**ROD**")	1
2	___ months from the ROD	___ months from the ROD	2
3	___ months from the ROD	___ months from the ROD	3
4	___ months from the ROD	___ months from the ROD	4

For purposes of determining compliance with this Development Schedule, only the Franchised Businesses you actually open and continuously operate in the Development Territory for at least the first six (6) months after opening will be counted toward the number of Franchised Businesses required to be open and operated by you.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

GSS FRANCHISING LLC,
a Delaware limited liability company

By: ______________________________

Print Name: ________________________
Title: _____________________________

DEVELOPER & PRINCIPAL OWNERS
If an Entity:

____
(Name of Entity)

By: ______________________________
Print Name: ________________________
Title: _____________________________

By: ______________________________
Print Name: ________________________
Individually and as a Principal Owner

By: ______________________________
Print Name: ________________________
Individually and as a Principal Owner

By: ______________________________
Print Name: ________________________
Individually and as a Principal Owner

If individuals:

____
(Signature)
____
(Print Name)

____
(Signature)
____
(Print Name)

EXHIBIT A
PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the Multi-Unit Development Agreement (the "**Agreement**") between **GSS FRANCHISING LLC** ("**we**" or "**us**") and ______________________ (the "**Developer**"), dated ____________, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually, and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms, and conditions in the Agreement, to be paid, kept, and performed by the Developer, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Multi-Unit Development Agreement containing the identical terms and conditions of the Agreement.

The undersigned waive: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he or she may have to require that an action be brought against the Developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.

In addition, the undersigned consent and agree that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Developer or any other person; (2) the liability will not be diminished, relieved or otherwise affected by the Developer's insolvency, bankruptcy, or reorganization, the invalidity, illegality, or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by Developer with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants, and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

[Signature page follows.]

IN WITNESS THEREOF, each of the undersigned has hereunto affixed his or her signature, under seal, on the same day and year as the Agreement was executed.

GUARANTOR(S):

PERCENTAGE OF OWNERSHIP INTERESTS IN DEVELOPER	**OWNER**	**SPOUSE OF OWNER**
____________________	____________________ (Signature)	____________________ (Signature)
	____________________ (Print Name)	____________________ (Print Name)
____________________	____________________ (Signature)	____________________ (Signature)
	____________________ (Print Name)	____________________ (Print Name)
____________________	____________________ (Signature)	____________________ (Signature)
	____________________ (Print Name)	____________________ (Print Name)
____________________	____________________ (Signature)	____________________ (Signature)
	____________________ (Print Name)	____________________ (Print Name)

EXHIBIT B
STATE-SPECIFIC ADDENDA

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF ILLINOIS

Illinois law governs the Multi-Unit Development Agreement.

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

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

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

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

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company	______________________________ (Name of corporation, limited liability company or partnership)
By: ______________________________	By: ______________________________
Print Name: ______________________________	Print Name: ______________________________
Title: ______________________________	Title: ______________________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF MARYLAND

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede and apply to all Game Show Studio franchises sold to residents in the state of Maryland:

1. Section 5 of the Multi-Unit Development Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

2. Section 9 of the Multi-Unit Development Agreement is revised to include the following language:

> "Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

3. The representations made in the Multi-Unit Development Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 7 of the Multi-Unit Development Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. The Multi-Unit Development Agreement states that Delaware law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland law, and we will comply with that law in Maryland.

6. Notwithstanding anything to the contrary in the Multi-Unit Development Agreement, nothing will prevent the Developer from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

8. Each provision to this Addendum to the Multi-Unit Development Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company	______________________________ (Name of corporation, limited liability company or partnership)
By: ______________________	By: ______________________
Print Name: ________________	Print Name: ________________
Title: ____________________	Title: ____________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF MINNESOTA

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede and apply to all Game Show Studio franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

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

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

2. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

4. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

[Signature page follows.]

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company	
	______________________________ (Name of corporation, limited liability company or partnership)
By: ______________________________	By: ______________________________
Print Name: ______________________________	Print Name: ______________________________
Title: ______________________________	Title: ______________________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF NEW YORK

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Game Show Studio franchises offered and sold in the state of New York:

This New York Addendum is only applicable if you are a resident of New York or if your business will be located in New York.

1. Section 9 of the Multi-Unit Development Agreement is revised to include the following language:

> Provided, however, that all rights arising under Developer's favor from the provisions of Article 33 of the GBL of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied.

2. The Multi-Unit Development Agreement is modified by the addition of the following to Section 5:

> In addition, Developer shall have the right to terminate the Multi-Unit Development Agreement to the extent allowed under applicable law.

3. Section 7 of the Multi-Unit Development Agreement is revised to include the following:

> Franchisor will not make an assignment except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume its obligations under the Agreement.

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

[Signature page follows.]

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company

____
(Name of corporation, limited liability company or partnership)

By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
Title: ______________________	Title: ______________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Game Show Studio franchises offered and sold in the state of North Dakota:

This North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. Section 9 of the Multi-Unit Development Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

2. Section 6.B of the Multi-Unit Development Agreement is modified to delete any requirement that multi-unit developer consent to termination penalties or liquidated damages.

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

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company

By: ______________________
Print Name: ______________________
Title: ______________________

____
(Name of corporation, limited liability company or partnership)

By: ______________________
Print Name: ______________________
Title: ______________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF RHODE ISLAND

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Game Show Studio franchises offered and sold in the state of Rhode Island:

1. The following paragraph is added to the end of Section 5:

Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. The following language is added to the end of Section 9 :

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT." TO THE EXTENT REQUIRED BY APPLICABLE LAW, RHODE ISLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

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

[Signature page follows.]

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company	______________________________ (Name of corporation, limited liability company or partnership)
By: ______________________ Print Name: ______________________ Title: ______________________	By: ______________________ Print Name: ______________________ Title: ______________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF VIRGINIA

Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Game Show Studio franchises offered and sold in the state of Virginia:

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

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company

By: ______________________
Print Name: ______________________
Title: ______________________

____
(Name of corporation, limited liability company or partnership)

By: ______________________
Print Name: ______________________
Title: ______________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

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

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

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

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

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

5. **STATUTE OF LIMITATIONS AND WAIVER OF JURY TRIAL**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **TERMINATION BY FRANCHISEE**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

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

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

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

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

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

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

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

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

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

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

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company

By: ______________________________
Print Name: ______________________
Title: ____________________________

____
(Name of corporation, limited liability company or partnership)

By: ______________________________
Print Name: ______________________
Title: ____________________________

ADDENDUM TO THE GAME SHOW STUDIO MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF WISCONSIN

This Amendment pertains to franchises sold in the State of Wisconsin and is for the purpose of complying with Wisconsin's statutes and regulations. This Wisconsin Addendum is only applicable if you are a resident of Wisconsin and your business will be located in Wisconsin, or if the offering or sales activity relating to the Multi-Unit Development Agreement occurred in Wisconsin. Notwithstanding anything to the contrary set forth in the GSS Franchising LLC Multi-Unit Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Game Show Studio franchises offered and sold in the state of Wisconsin:

1. Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Multi-Unit Development Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Multi-Unit Development Agreement, Developer shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

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

[Signature page follows.]

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

GSS FRANCHISING LLC, a Delaware limited liability company

____
(Name of corporation, limited liability company or partnership)

By: ____________________________	By: ____________________________
Print Name: ________________________	Print Name: ________________________
Title: ___________________________	Title: ___________________________

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL TABLE OF CONTENTS

Operations Manual

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

See attached.

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

CONSENT

Kezos & Dunlavy, LLC consents to the use in the Franchise Disclosure Document issued by GSS Franchising, LLC ("Franchisor") on April 29, 2026, as it may be amended, of our report dated January 8, 2026, relating to the financial statements of Franchisor for the period ended December 31, 2025.

Kezos & Dunlavy

Kezos & Dunlavy, LLC

1240 East 100 South Suite #3 | St. George, UT 84790 | Phone 435.656.0360 | Fax 435.656.1850

GSS FRANCHISING, LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2025

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

GSS FRANCHISING, LLC

Table of Contents

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Member
GSS Franchising, LLC
Wilmington, DE

Opinion

We have audited the accompanying financial statements of GSS Franchising, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations, members' equity, and cash flows for the period from inception (October 24, 2025) to December 31, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of GSS Franchising, LLC, as of December 31, 2025 and the related statements of operations, members' equity and cash flows for the period from inception (October 24, 2025) to December 31, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Kezos & Dunlavy

St. George, Utah
January 8, 2026

GSS FRANCHISING, LLC

Balance Sheet

As of December 31, 2025

	2025
Assets	
Current assets	
Cash and cash equivalents	$ 110,000
Total current assets	110,000
Total assets	$ 110,000
Liabilities and Members' Equity	
Accrued expenses	$ 10,968
Members' equity	99,032
Total liabilities and members' equity	$ 110,000

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

GSS FRANCHISING, LLC

Statement of Operations

For the period from inception (October 24, 2025) to December 31, 2025

	2025
Other revenue	$ -
Total revenue	-
Operating expenses	
Legal and professional	10,968
Total operating expenses	10,968
Net loss	$ (10,968)

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

GSS FRANCHISING, LLC

Statement of Changes in Members' Equity

For the period from inception (October 24, 2025) to December 31, 2025

	2025
Beginning members' equity	$ -
Contributions	110,000
Net loss	(10,968)
Ending members' equity	$ 99,032

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

GSS FRANCHISING, LLC
Statement of Cash Flows
For the period from inception (October 24, 2025) to December 31, 2025

		2025
Cash flow from operating activities:		
Net loss	$	(10,968)
Adjustments to reconcile net loss to		
net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accrued expenses		10,968
Net cash used by operating activities		-
Cash flows from financing activities:		
Contributions from members'		110,000
Net cash provided by financing activities		110,000
Net change in cash and cash equivalents		110,000
Cash at the beginning of the period		-
Cash at the end of the period	$	110,000

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

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

GSS Franchising, LLC (the "Company") was organized as a Delaware limited liability company ("LLC") in the State of Delaware on October 24, 2025. The Company was formed for the purpose of operating a Gameshow concept franchise.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2025, the Company had cash and cash equivalents of $110,000.

(e) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Delaware. Accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, no tax years were subject to examination.

(f) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities.

(g) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Accrued expenses

Accrued expenses consist of certain startup and other costs incurred by incurred but not paid as of year-end.

(3) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(4) Subsequent Events

Management has reviewed and evaluated subsequent events through January 8, 2026, the date on which the financial statements were issued.

Balance Sheet

GSS Franchising LLC

As of Feb 28, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
10020 Platinum - GSS Franchising	54,873.92
10040 Ramp Treasury - GSS Franchising	13,000.00
Total for Bank Accounts	**$67,873.92**
Accounts Receivable	
11000 Accounts Receivable (A/R)	96,623.12
Total for Accounts Receivable	**$96,623.12**
Other Current Assets	**$8,614.83**
Total for Current Assets	**$173,111.87**
Total for Assets	**$173,111.87**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	25,402.16
Total for Accounts Payable	**$25,402.16**
Credit Cards	
21010 Due to Ramp	30,185.44
Total for Credit Cards	**$30,185.44**
Total for Current Liabilities	**$55,587.60**
Total for Liabilities	**$55,587.60**
Equity	
30000 Opening Balance Equity	110,000.00
Retained Earnings	-10,966.00
Net Income	18,490.27
Total for Equity	**$117,524.27**
Total for Liabilities and Equity	**$173,111.87**

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES[1]
As of December 31, 2025

Franchisee Name	Multi-Unit Developer	Phone	Address
Red Door Experiences, LLC	No	925-471-8585	2075 Diamond Blvd Suite 275, Concord, CA, 94520
Red Door Experiences, LLC	No	916-848-5708	12401 Folsom Blvd, Suite 115, Rancho Cordova, CA 95742
Red Door Experiences, LLC	No	619-374-9643	7007 Friars Rd Suite 212, San Diego, CA 92108
Blue Aura LLC	No	678-433-9896	22 Park Place SE, Atlanta, GA 30303
Yolo Ventures LLC	No	816-492-6002	2021 Washington St. C, Kansas City, MO 64108
Game Show Entertainment, LLC	No	612-431-7875	1595 MN-36 Space 799, Roseville, MN 55113
Game Show Entertainment, LLC	No	612-324-9444	8251 Flying Cloud Dr Suite 2006, Eden Prairie, MN 55344
Red Door Experiences, LLC	No	817-207-5905	2600 W 7th Street Suite 114, Fort Worth, TX 76107
GOX Houston LLC[2]	No	346-843-0101	125 W Gray St, #100, Houston, TX 77019

1 As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, the table above does not include any franchises sold by us as offered in this Disclosure Document. The table does include, however, outlets that opened under license agreements (which have since been assigned to us) with operators of existing businesses that added game show offerings as a store-within-a-store under the GAME SHOW STUDIO mark or that purchased established standalone Game Show Studio Businesses from our affiliate.

2 This location was owned by our affiliate until March 30, 2026, as described in Item 1 of this Disclosure Document.

Franchise Agreements[1] Signed But Not Open
As of December 31, 2025

Franchisee Name	Multi-Unit Developer	Phone	Address
NWEFEC LLC	No	302-300-4546	301 College Sq., Newark, DE 19711
Red Door Experiences, LLC	No	650-458-3025	90 Hillsdale Mall, San Mateo, CA 94403

1 As we only began offering franchises described in this Disclosure Document as of the date of this Disclosure Document, the table above does not include any franchises sold by us as offered in this Disclosure Document. The table does include, however, outlets that opened under license agreements (which have since been assigned to us) with operators of existing businesses that added game show offerings as a store-within-a-store under the GAME SHOW STUDIO mark or that purchased established standalone Game Show Studio Businesses from our affiliate.

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES THAT LEFT SYSTEM

None.

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, California Corporations Code §§ 31000 – 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 – 20043, the franchise disclosure document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. California Corporations Code § 31125 requires us to give you a disclosure document, in a form containing the information that the Commissioner of Department of Financial Protection and Innovation of the California Department of Financial Protection and Innovation may by rule or order require, prior to a solicitation or a proposed material modification of an existing franchise.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

3. Item 3, "Litigation," shall be amended by the addition of the following language:

> Neither Franchisor, nor any person or franchise broker in Item 2 of the franchise disclosure document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in this association or exchange.

4. Item 5 is amended by adding the following language:

5. Item 6 is amended by adding the following to the Remarks in the "Interest on Late Payments" section:

The maximum allowable interest rate in California is 10% per annum.

6. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The regulations of the California Department of Financial Protection and Innovation require that the following information concerning provisions of the franchise agreement be disclosed to you:
>
> The California Franchise Relations Act provides rights to you concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law will control.
>
> The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C.A. §§ 101, *et seq.*
>
> The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise agreement. This provision may not be enforceable under California law.

The franchise agreement requires the application of the laws of Minnesota. This provision may be unenforceable under California law.

The franchise agreement contains a waiver of punitive damages and a jury trial. These provisions may not be enforceable under California law.

The franchise agreement requires binding arbitration. The arbitration will occur in the metropolitan area in which our principal place of business is then located. These provisions may not be enforceable under California law. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws to the provisions of the franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires you to sign a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code § 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. California Corporations Code § 31512 voids a waiver of your rights under the California Franchise Investment Law. California Business and Professions Code § 20010 voids a waiver of your rights under the California Franchise Relations Act.

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

7. OUR WEBSITE AT www.gameshowstudio.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at WWW.DFPI.CA.GOV.

8. THE FRANCHISE HAS BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

9. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Illinois law governs the Agreements.

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

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

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

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Act, Indiana Code §§23-2-2.51 through 51, the franchise disclosure document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of Indiana shall be amended to include the following:

1. The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise agreement. These provisions may not be enforceable under Indiana law.

2. Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the franchise agreement and the termination is not done in bad faith.

3. If Indiana law requires the franchise agreement and all related documents to be governed by Indiana law, then nothing in the franchise agreement or related documents referring to Minnesota law will abrogate or reduce any of your rights as provided for under Indiana law.

4. Item 8, "Restrictions on Sources of Products and Services," is amended by the addition of the following language:

> Any benefits derived as a result of a transaction with suppliers for Indiana franchisees will be kept by us as compensation for locating suppliers and negotiating prices for you.

5. Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

6. Although the franchise agreement requires arbitration to be held in Minneapolis, Minnesota, arbitration held pursuant to the franchise agreement must take place in Indiana if you so request. If you choose Indiana, we have the right to select the location in Indiana.

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

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Maryland Code of Business Regulation §§ 14-201 – 14-233, the Franchise Disclosure Document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of Maryland shall be amended to include the following:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

> The general release language required as a condition of renewal, sale and/or assignment or transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Although the franchise agreement requires litigation to be held in a court in Minnesota, you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, subject to the arbitration provisions of the franchise agreement.
>
> The franchise agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11. U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of your franchise.
>
> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

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

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

2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3-5 which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to transfer of the franchise will not be unreasonably withheld.

4. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

9. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act or the Rules and Regulations are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

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

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, North Dakota Century Code §§ 51-19-01 – 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of North Dakota shall be amended to include the following:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (North Dakota Century Code § 51-19-09):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to North Dakota Century Code § 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of the State of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota Franchise Investment Law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota applies.

J. Enforcement of Agreement: Franchise agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

K. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, and the policies of the office of the State of North Dakota Securities Commission, are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, Rhode Island Code §§ 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

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

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Act, South Dakota Codified Laws Chapter 37-5B, the Franchise Disclosure Document for the Game Show Studio in connection with the offer and sale of franchises for use in the State of South Dakota shall be amended to include the following:

1. Except as may be described in Item 3 of this Franchise Disclosure Document, neither we nor any person identified in Item 2 of this Disclosure Document has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Franchise Disclosure Document been a party to concluded material arbitration proceedings.

2. Although the franchise agreement requires all arbitration proceedings to be held in Minneapolis, Minnesota, the site of any arbitration started pursuant to the franchise agreement will be at a site mutually agreed upon by you and us.

3. We may not terminate the franchise agreement for a breach, for failure to meet performance standards and/or for failure to make royalty or advertising payments unless you receive 30 days prior written notice from us and you are provided with an opportunity to cure the defaults.

4. Covenants not to compete upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota.

5. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the franchise agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Minnesota.

6. Any provisions in the franchise agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

7. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

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

9. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

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

Additional Disclosure: The following statements are added to Item 17.h. for the Franchise Agreement:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement or development agreement does not constitute "reasonable cause;" as that term is defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

5. **STATUTE OF LIMITATIONS AND WAIVER OF JURY TRIAL**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **TERMINATION BY FRANCHISEE**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

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

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

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

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

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

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

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

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

17. **PROHIBITIONS ON COMMUNICATING WITH REGULATORS**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or

complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

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

GSS FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Item 17 of the Disclosure Document is amended by the addition of the following paragraph:

> "For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Wisconsin Stats. 1981-82, provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract."

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

Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Franchise Law or the Rules and Regulations promulgated thereunder are met independently without reference to this addendum to the Franchise Disclosure Document.

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT

EQUIPMENT SALES AGREEMENT

EQUIPMENT SALES AGREEMENT

THIS EQUIPMENT SALES AGREEMENT (this "Agreement")s entered into this ____ day of ____________________, 20___ ("Effective Date") by and between GSS Franchising LLC, a Delaware limited liability company with a principal business address of 3212 Rice Street, St. Paul, MN 55126 ("Seller") and _____________________________, a _________________ with a principal business address of ____________________________ ("Franchisee") in accordance with the terms of a franchise agreement entered into contemporaneously with or in connection with this Agreement (the "Franchise Agreement") between Franchisee and Seller granting Franchisee the right to develop and operate a GAME SHOW STUDIO® business ("Franchise Business"). Any capitalized term in this Agreement not defined herein shall have the meaning ascribed to it in the Franchise Agreement.

In consideration of the foregoing, the parties agree as follows:

1. Purchase of Equipment and Supplies. Seller agrees to sell to Franchisee, and Franchisee agrees to purchase from Seller, the equipment and supplies described in Exhibit A to this Agreement (the "Equipment") under the terms of this Agreement.

2. Purchase of Services. Seller agrees to sell to Franchisee, and Franchisee agrees to purchase from Seller, installation and related services described in Exhibit A to this Agreement (the "Services") under the terms of this Agreement.

3. Prices and Payment. Franchisee shall purchase the Equipment and Services from Seller at the purchase prices stated in Exhibit A (the "Purchase Price"). In addition, Franchisee shall pay Seller for all shipping and handling costs necessary to deliver the Equipment to Franchisee as set forth on Exhibit A. Franchisee shall pay Seller for the Equipment at least 75 days before the scheduled opening of the Franchised Business. Franchisee shall pay Seller for the Services immediately upon Seller's communication to Franchisee that the Services have been completed. Franchisee shall make payment for Equipment and Services by electronic transfer of funds into Seller's designated bank account. Franchisee shall pay any tax imposed by federal, state or other governmental authority on or respecting the sale, purchase, delivery or use of the Equipment and Services. Because the Equipment is custom-made or specially procured for the Franchise Business, Franchisee may not cancel any order after Seller has commenced procurement, manufacture, customization, or assembly of the Equipment, and Franchisee shall remain liable for the full Purchase Price and all related costs incurred by Seller.

4. Shipping/Risk of Loss. Seller will use commercially reasonable efforts to deliver the Equipment to Franchisee at least ten (10) days before Franchisee's approved opening date of the Franchise Business (which Seller may adjust in its reasonable commercial discretion), subject to Franchisee's full payment for the Equipment. The risk of loss for the Equipment passes to Franchisee when the Equipment is delivered to the carrier at Seller's designated facility. Where the risk of loss has passed to Franchisee, Franchisee must obtain redress for freight losses, shortages or damages from the carrier and/or applicable insurers, as the case may be, and Seller is not responsible for such freight losses, shortages or damages. Title to the Equipment shall pass to Franchisee upon Seller's receipt of full payment for the Equipment and delivery of the Equipment to the carrier at Seller's designated facility.

5. Warranties. Seller warrants to Franchisee that the Equipment will be free from defects in workmanship and materials for a period of 12 months following the delivery of the Equipment to Franchisee. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR OR UNUSUAL USE. This warranty is void if the Equipment is misused, altered, tampered with, or is used in a manner that is inconsistent with the Franchise Agreement or Seller's written recommendations, specifications and/or instructions (including without limitation as set forth in the Operations Manual) or fails to perform due to normal

wear and tear. **Seller is not liable for special, indirect, incidental or consequential damages, including loss, damage, personal injury, or any other expense directly or indirectly arising from any delay in shipment or otherwise from the use of or inability to use the Equipment**. The sole and exclusive remedy under this limited warranty is limited to the repair of the defective portion of the Equipment for 12 months following the date the Equipment is delivered to Franchisee (the "Warranty Period"). Franchisee is not authorized to perform any repairs to the Equipment during the Warranty Period without the express written agreement of Seller, and any repairs made without Seller agreement will not be reimbursed by Seller. Franchisee is not authorized to and will not alter or modify any terms of this warranty as provided above and cannot assign its warranty rights hereunder to any third party. While this Agreement is in force, and for a period of two (2) years following termination or expiration of this Agreement, Franchisee agrees not to build, cause to be built, or purchase any Equipment of similar functionality (including without limitation any Equipment used to conduct game show experiences) from any party other than Seller, or offer or display any material that would allow another party to build similar Equipment. Seller will perform the Services in a workmanlike manner.

6. Restriction on Assignment. Franchisee acknowledges and agrees that it is purchasing the Equipment for use in operating the Franchise Business only and not for resale, use at any other location, or use with any other business or activity. Without the prior written consent of Seller, Franchisee is prohibited from the voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, inter-vivos transfer, testamentary disposition or other disposition (any such action, a "Transfer") of any interest in the Equipment. Franchisee shall immediately notify Seller of any permitted sale or transfer of its interest in the Equipment.

7. Right of Inspection. Seller may, from to time to time during reasonable business hours, enter upon Franchisee's premises to confirm the location and ownership of the Equipment. This right of entry will be subject to any applicable governmental laws, regulations and rules concerning industrial security.

8. Duty to Maintain and Replace. Franchisee agrees to maintain the Equipment in accordance with the standards set forth in the Operations Manual. In addition, Franchisee agrees to utilize the Equipment for not more than the useful life of the Equipment as set forth in the Operations Manuals from time to time.

9. Term; Termination; Effect of Termination; Survival.

9.1 Term. This Agreement shall commence on the Effective Date and shall continue until the later of: (a) delivery of the Equipment, (b) completion of the Services, (c) payment in full of all amounts due under this Agreement, and (d) expiration of the Warranty Period, unless earlier terminated in accordance with this Section.

9.2 Termination by Seller. Seller may terminate this Agreement immediately upon written notice to Franchisee if: (a) the Franchise Agreement expires, is terminated, or is otherwise no longer in full force and effect before all Equipment is delivered and all Services are completed; (b) Franchisee fails to make any payment when due under this Agreement and such failure continues for five (5) days after written notice; or (c) Franchisee otherwise breaches this Agreement or the Franchise Agreement in a manner that materially affects Seller's rights or obligations under this Agreement.

9.3 Termination by Franchisee. Franchisee may terminate this Agreement only if Seller materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; provided, however, that Franchisee shall have no right to terminate this Agreement after Seller has commenced manufacture, procurement, customization, or assembly of any Equipment ordered under this Agreement, except to the extent required by applicable law.

9.4 Effect of Termination. Termination of this Agreement shall not relieve Franchisee of any obligation accrued prior to the effective date of termination, including Franchisee's obligation to pay Seller for: (a) all Equipment completed, in process, ordered, procured, manufactured, customized, shipped, or committed for Franchisee; (b) all Services performed through the date of termination; and (c) all shipping, handling, taxes, and other amounts payable under this Agreement.

9.5 Survival. The provisions of Sections 3, 4, 5, 6, 7, 8, 9.4, 9.5, 10, 11, 12, 13, 14, 15, 16, and any other provision that by its nature is intended to survive, shall survive the expiration or termination of this Agreement until fully performed.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the governing law provision set forth in Section 19.04 of the Franchise Agreement.

11. Disputes. In the event of any claim, dispute or other matter arising out of or relating to this Agreement, the dispute resolution provisions set forth in Section 18 of the Franchise Agreement shall apply.

12. Force Majeure. If either party may be precluded by (a) transportation shortages, inadequate supply of equipment, products, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, or instructions of any federal, state or municipal government or any department or agency thereof; (b) acts of God; (c) fires, strikes, embargoes, wars, riots, pandemics, or endemics; or (d) any other similar event or cause beyond the control of the affected party, such performance will be excused to the extent that it is necessitated by such causes. Any delay resulting from any of said causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes will not excuse payments of amounts owed hereunder.

13. Hold Harmless. Franchisee shall indemnify and hold Seller, its affiliates, and their respective owners, officers, directors, employees, agents and representatives, and all of their heirs and successors, harmless from any and all claims, demands, and damages arising from or attributable to Franchisee's use of the Equipment or arising from or attributable to any act, omission, or negligence of Franchisee, or any officer, agent, employee, guest, invitee of Franchisee, and from all costs, attorneys' fees, expenses, and liabilities incurred with respect to any such claim or action.

14. Entire Agreement. This Agreement constitutes the entire and fully integrated agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements between the parties related thereto, as well as all proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to this Agreement. This Agreement will not be deemed or construed to be modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written amendment signed by the parties hereto.

15. Waiver. No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

16. Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally, by certified, express or registered mail, or

by an overnight delivery service, postage prepaid, addressed to the party to be notified at the respective address first above written, or at such other address or addresses as the parties may from time to time designate in writing. Notices shall be deemed delivered on the date shown on the return receipt or in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made.

17. Headings. The headings of the sections of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SELLER:	**FRANCHISEE:**
GSS Franchising LLC	______________________________
By:________________________________	By:________________________________
Its:________________________________	Its:________________________________

EXHBIT A TO EQUIPMENT SALES AGREEMENT

EQUIPMENT DESCRIPTION:

EQUIPMENT PRICE: $__________________

SERVICES DESCRIPTION:

Seller to install, as needed, all equipment listed above at Franchisee's approved location.

SERVICES PRICE: $_____________________

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

WAIVER AND RELEASE OF CLAIMS

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

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of __________ ___, 20___ by __________________________, a(n) ___________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of GSS Franchising LLC a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a Game Show Studio® Business;

WHEREAS, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement; and

WHEREAS, as a condition to Franchisee's ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. ____________________________ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever.

3. Miscellaneous.

   a. This Release shall be construed and governed by the State of Delaware.

   b. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

c. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

d. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, franchisees, and assigns. No other party shall be a third-party beneficiary to this Release.

e. The Parties agree to do such further acts and things and to execute and Deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

RELEASOR:

FRANCHISEE

______________________________________, a
____

By: __________________________________
Name: ________________________________
Its:_______________________________ ___

FRANCHISEE'S OWNERS

Date ______________________________ ____________________________________
Signature

____
Typed or Printed Name

Date______________________________ ____________________________________
Signature

____
Typed or Printed Name

EXHIBIT L TO FRANCHISE DISCLOSURE DOCUMENT

PROMISSORY NOTE

SECURED PROMISSORY NOTE

$__________________________ **Saint Paul, Minnesota**

FOR VALUE RECEIVED, the Undersigned Maker ("Maker") promises to pay to the order of The Game Show Co, LLC, a Minnesota limited liability company ("Holder"), at its offices at 3212 Rice Street, St. Paul, MN 55126, or at such other place or places as Holder may designate, the principal sum of _____________________ Dollars ($______________), together with interest on the unpaid principal balance at the rate of _______ percent (_____.0%) per annum, calculated on the unpaid principal balance outstanding from time to time of this Promissory Note (this "Note") until paid in full. Interest begins to accrue on the date this Note is executed. The principal balance and all accrued interest and other amounts due under this Note shall be fully due and payable on the Maturity Date (as defined below), unless sooner required under the terms of this Note. Any capitalized term not defined herein shall have the meaning ascribed to it in the Franchise Agreement (as defined below).

1. Principal and Interest; Payments. Principal and interest shall be payable in successive monthly installments of [______] and [__]/100 Dollars ($_________) commencing on the tenth (10th) day of the first full calendar month following the date of opening of the franchised business granted pursuant to that certain Game Show Studio Franchise Agreement dated __________, 20___ by and between Maker and GSS Franchising LLC (the "Franchise Agreement") and continuing on that same day of each month thereafter for 36 months (the tenth (10^{th}) day of month of such last month, the "Maturity Date"), at which time all principal and interest outstanding shall be due and payable in full. Holder may, in Holder's sole and absolute discretion, require Maker to execute a draft authorization form allowing Holder to automatically withdraw from an account designated by Maker, on the applicable due date, each Installment and any other amounts due under this Note.

2. Additional Financing Premium. During the term of this Note, Maker shall each month pay to Holder an additional financing premium equal to ________ percent (___.__%) of the Business's Gross Revenue for the preceding month (the "Financing Premium"). The monthly Financing Premium shall be due and payable at the same time as the monthly Royalty Fee payment under the Franchise Agreement.. The Financing Premium is in addition to interest and any other amounts due under this Note and is not a payment of principal.

3. Security Agreement; Collateral. This Note is secured by a security interest in and to the game show studio equipment package purchased pursuant to that certain Equipment Sales Agreement executed between Maker (or its affiliate) and GSS Franchising LLC (the "Equipment Sales Agreement") (the "Collateral"). As a condition to this Note, Maker shall concurrently execute and deliver to Holder the Security Agreement attached as Exhibit 1 (the "Security Agreement") and such other documents and authorizations as Holder may reasonably request to perfect and maintain Holder's security interest in the Collateral (including UCC financing statements and authorizations). Maker shall keep the Collateral free and clear of all liens and encumbrances other than Holder's security interest and shall not grant any security interest or other lien in the Collateral to any third party without Holder's prior written consent. Maker shall maintain insurance required under the Franchise Agreement and shall name Holder and any other party designated by Holder (including any third-party lender of Holder) as additional insured and/or loss payee, as applicable, as required by Holder.

4. Late Payment. Maker agrees to pay a late payment service charge in an amount equal to five percent (5.0%) of any monthly installment due and owing that remains unpaid ten (10) days after the due date. This late payment service charge shall be immediately due and payable, and added to the principal balance of this Note, without notice or demand by Holder.

5. Prepayment. This Note may be prepaid, in whole or in part, at any time prior to the Maturity Date without penalty.

6. Maximum Allowable Charges. All agreements between Holder and Maker are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Holder for the use, forbearance, loaning or detention of the indebtedness evidenced hereby exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever, fulfillment of any provisions hereof shall require or involve exceeding the maximum interest rate applicable to this Note by law, then the obligation to be fulfilled shall automatically be reduced to the maximum amount permissible under such law; and, if from any circumstances, Holder should ever receive, purportedly as interest, an amount which would exceed the maximum lawful rate applicable to this Note, such amount which would be in excess of such maximum lawful rate shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between Maker and Holder and shall also be binding upon and available to any subsequent holder or endorsee of this Note.

7. Event of Default. Time is of the essence hereof. Each of the following occurrences shall constitute an Event of Default under this Note (each, an "Event of Default"): (a) any payment due under this Note (including any Installment or Financing Premium) is not paid when due; (b) Maker assigns or otherwise transfers in any way its interest in the Franchise Agreement or in the Business prior to the full satisfaction of this Note; (c) any default occurs by Maker under the Franchise Agreement, any Area Development Agreement, the Security Agreement, or any other agreement between Maker and Holder, GSS Franchising LLC, or any other affiliate of Holder, and such default is not timely cured if a cure period is provided in such agreement; or (d) Maker breaches any covenant or obligation under the Security Agreement or otherwise impairs Holder's security interest in the Collateral.

8. Remedies; Enforcement Costs. Upon the occurrence of an Event of Default, at the option of Holder, and without notice, the entire unpaid principal balance, all accrued interest, the Financing Premium, and any other amounts due under this Note shall be immediately due and payable, and Holder may, without further notice, exercise and enforce all rights and remedies available to Holder by agreement or by law, including, without limitation, all rights and remedies under the Security Agreement. All amounts required to be paid by the terms of this Note shall be paid without set-off, recoupment or abatement of any kind. The rights and remedies of Holder under this Note shall be cumulative and shall not limit other rights or remedies available at law or in equity, and such rights and remedies may be exercised by Holder singularly or in any combination or order, at the option of Holder. Holder shall have the right, in accordance with this Note and the Security Agreement, to take possession of all equipment listed in the Equipment Sales Agreement and to exercise any and all remedies in respect of any or all of the Collateral as Holder may determine in its discretion. If, and as often as, Holder shall take any action (whether or not involving commencement of legal proceedings) for the defense or enforcement of Holder's rights under this Note, including without limitation the collection of the monies due on this Note, there shall be immediately due from Maker, in addition to the unpaid principal and interest, all costs and expenses of such action, including reasonable attorneys' fees, which costs and expenses shall be due when incurred by Holder and shall be added to the principal balance of this Note as of the date so incurred. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other remedy under this Note. No waiver, release or amendment by Holder shall be effective unless made in a written document signed by Holder. A waiver on any one occasion shall not be construed as a bar to a waiver of any such right or remedy on a future occasion.

9. Certification. Maker shall at any time, upon not less than ten (10) days after the giving of written notice by Holder, execute, acknowledge and deliver to Holder or to such person designated by Holder, a statement

in writing (a) certifying that this Note is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Note, as so modified, is in full force and effect), (b) acknowledging that there are not any uncured defaults on the part of Holder under the Note, or specifying such defaults if they are claimed, (c) acknowledging that there are no offsets, counterclaims or defenses to the obligations of Maker under this Note, and (d) certifying as to any other matters as may be reasonably requested by Holder. Any such statement may be conclusively relied upon by Holder and any prospective purchaser or encumbrancer of the Note. If Maker does not execute, acknowledge and deliver the statement referred to in this Paragraph within time set forth above, the information set forth therein shall be deemed true and correct

10. Personal Guaranty. If Maker is a corporation, limited liability company or other legal entity, this Note is further secured by the Personal Guaranty given by each of the owners of such Maker (each, a "Guarantor"), in favor of Holder, dated of even date herewith (each, together with any amendments thereto, a "Guaranty"). The Personal Guaranty is attached to this note as Exhibit 2.

11. Waiver of Notice. Maker and each Guarantor hereby waive presentment for payment, demand for payment, protest rights, and notice of failure to make payment in relation to this Note.

12. Governing Law; Jurisdiction. This Note shall be governed and construed in accordance with the laws of the United States of America and the State of Delaware, without regard to principles of conflict of laws. By execution and delivery of this Note, Maker accepts, generally and unconditionally, the exclusive jurisdiction of the federal or state court for the district where Holder's principal executive office is located and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Note or any transaction contemplated hereby from which no appeal has been taken or is available. Maker hereby irrevocably waives any objections, including without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which Maker may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction. Maker acknowledges that final judgment against Maker in any action, suit or proceeding referred to in this paragraph shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of same

13. Successors and Assigns. The terms of this Note apply to, inure to the benefit of, and bind Maker and Holder and their respective heirs, legatees, devisees, administrators, executors, successors, and assigns. Holder may sell, assign, pledge, or otherwise transfer this Note (and any related security interests) without Maker's consent. Maker may not assign or delegate its obligations under this Note without Holder's prior written consent.

14. Amendment. No amendment, modification or waiver of any provision of this Note shall be effective unless the same shall be in writing and signed by Maker and Holder.

IN WITNESS WHEREOF, Maker has executed this Note on this ______ day of _________, 20__.

FRANCHISEE:__________________________

By ______________________________
Its ______________________________

EXHIBIT 1 TO SECURED PROMISSORY NOTE
SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of __________________________, 20__, by ________________ ("Debtor") in favor of The Game Show Co, LLC ("Secured Party"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Promissory Note to which this Agreement is attached as an exhibit, or, if the term is not defined in, first, the Promissory Note, next in the Franchise Agreement.

WHEREAS, Debtor and Secured Party's affiliate, GSS Franchising LLC, have entered into that certain Franchise Agreement for the establishment of a game show studio franchise business.

WHEREAS, Debtor has given Secured Party a promissory note of even date herewith in the original principal amount of $___________________ (the "Note");

WHEREAS, each and every owner of Debtor has executed that certain Personal Guaranty, in favor of Secured Party, dated as of an even date herewith ("Personal Guaranty"); and

WHEREAS, to induce the Secured Party to lend funds to Debtor for the purchase of certain equipment for the franchised business, and to secure the full performance under the Note by Debtor, (the "Secured Obligations"), Debtor is willing to grant a security interest in the Collateral;

NOW, THEREFORE, in consideration of Secured Party's acceptance of the Note and its affiliate entering into the Equipment Sales Agreement and Franchise Agreement, Debtor agrees as follows:

a. Security Interest and Collateral. In order to secure the payment and performance of the Secured Obligations, Debtor hereby grants to the Secured Party a security interest (herein called the "Security Interest") in the Collateral, as that term is defined in the Note.

b. Representations, Warranties, and Covenants. Debtor hereby represents and warrants to, and covenants and agrees with, the Secured Party as follows:

a. The Collateral will be used primarily for business purposes. The Collateral shall be located at the Premises, and Debtor shall not move the Collateral to another location except with the prior express written consent of Secured Party.
b. Debtor will keep all of its books and records with respect to all of its accounts at the Premises. Debtor shall not change its state of organization without the Secured Party's prior written consent, and shall not transfer its chief executive office without providing at least thirty (30) days prior written notice to Secured Party.
c. If any part or all of the Collateral will become so related to particular real estate as to become a fixture, Debtor will promptly advise the Secured Party as to real estate concerned and the record owner thereof and execute and deliver any and all instruments necessary to perfect the Security Interest therein and to assure that such Security Interest will be prior to the interest therein of the owner of the real estate unless the Secured Party has a Security Interest in such fixture pursuant to another financing statement.
d. Debtor shall promptly notify the Secured Party of any change in its name or if it operates or conducts business under any trade name or "d/b/a" which is different from any such name used by Debtor as of the date of this Security Agreement.

e. Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter acquired or arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest, and will defend the Collateral against all claims or demands of all persons other than the Secured Party. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party.
f. Debtor will not permit any Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.
g. Debtor authorizes the Secured Party to file all of the Secured Party's financing statements and amendments to financing statements, and all terminations of the filings of other secured parties, all with respect to the Collateral, in such form and substance as the Secured Party, in its sole discretion, may determine.
h. Debtor will (i) keep all Collateral in good repair, working order and condition, normal depreciation and normal wear and tear excepted, and will, from time to time, replace any worn, broken or defective parts thereof; (ii) other than taxes and other governmental charges contested in good faith and by appropriate proceedings, promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest; (iii) keep all Collateral free and clear of all security interests, liens and encumbrances; (iv) at all reasonable times, permit the Secured Party or its lenders or representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy Debtor's books and records pertaining to the Collateral and its business and financial condition and to discuss with account debtors and other obligors requests for verifications of amounts owed to Debtor; (v) keep accurate and complete records pertaining to the Collateral and pertaining to Debtor's business and financial condition and submit to the Secured Party such periodic reports concerning the Collateral and Debtor's business and financial condition as the Secured Party may from time to time reasonably request; (vi) promptly notify the Secured Party of any loss or material damage to any material Collateral or of any material adverse change, known to Debtor, in the prospect of payment of any sums due on or under any material instrument, chattel paper or account constituting Collateral; (vii) if the Secured Party at any time so requests after the occurrence and during the continuance of an Event of Default (as defined in Section 3, below) promptly deliver to the Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to the Secured Party; (viii) at all times keep all Collateral insured against risks of fire (including so called extended coverage), theft, collision (in case of collateral consisting of motor vehicles) and such other risks and in such amounts as the Secured Party may reasonably request, with any loss payable to the Secured Party to the extent of its interest and notify the Secured Party in writing of any loss or damage to the Collateral or any part; (ix) from time to time execute such financing statements or other forms, including, without limitation, patent and trademark recordation forms, as the Secured Party may reasonably deem required to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, execute such documents as may be required to have the Security Interest properly noted on a certificate of title; (x) pay when due or reimburse the Secured Party on demand for all costs of collection of any of the Secured Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by the Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance or enforcement of this Agreement or any or all of the Secured Obligations including expenses incurred in any

litigation or bankruptcy or insolvency proceedings; (xi) execute, or deliver any and all assignments, security agreements and other agreements and writings which the Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and the Secured Party's rights under this Agreement, including, without limitation, an assignment of claim with respect to any account which is a government receivable; (xii) not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance; (xiii) permit the Secured Party at any time and from time to time to send requests (both before and after the occurrence of an Event of Default) to account debtors or other obligors for verification of amounts owed to Debtor; and (xiv) not permit any Collateral to become part of or to be affixed to any real property, without first assuring to the reasonable satisfaction of the Secured Party that the Security Interest will be prior and senior to any interest or lien then held or thereafter acquired by any mortgagee of such real property or the owner or purchaser of any interest therein. If Debtor at any time fails to perform or observe any agreement contained in this Section 2(h), and if such failure shall continue for a period of seven (7)) calendar days of Debtor's receipt of Secured Party's written notice of such failure (or, in the case of the agreements contained in clauses (viii) and (ix) of this Section 2(h), immediately upon the occurrence of such failure, without notice or lapse of time) the Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by the Secured Party at the interest rate set forth in the Note. To facilitate the performance or observance by the Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, forms, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 2.

2. Assignment of Insurance. Debtor hereby assigns to the Secured Party, as additional security for the payment of the Secured Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys to the Secured Party. Before and upon the occurrence of an Event of Default (as defined in Section 5, below), and at any time thereafter, the Secured Party may (but need not) in its own

name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys (subject to Debtor's rights), endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Debtor shall name any party designated by Secured Party (including any third-party lender of Secured Party) as additional insured and/or loss payee, as applicable, as required by Secured Party.

3. Remedies; Foreclosure / Repossession. Upon the occurrence of any default, violation, breach, or failure of performance by Debtor hereunder or under the Note, the Equipment Sales Agreement, or the Franchise Agreement that has not been cured within the timeline provided within the applicable agreement (each such uncured default, violation, breach or failure being an "Event of Default"), and thereafter at any time during the continuance of said Event of Default, the Secured Party may exercise any one or more of the following rights or remedies if any or all of the Secured Obligations remain unpaid: (i) exercise and enforce any or all rights and remedies available after default to a secured party under the Uniform Commercial Code, including but not limited to the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Debtor hereby expressly waives), and the right to sell, lease or otherwise dispose of or use any or all of the Collateral; (ii) the Secured Party may require Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (iii) exercise its rights under any lessors' agreements regardless of whether or not Debtor is in default under such leases; and (iv) exercise or enforce any or all other rights or remedies available to the Secured Party by law or agreement against the Collateral, against Debtor, against any Guarantor, or against any other person or property. The Secured Party is hereby granted a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all trademarks, franchises, copyrights and patents of Debtor that the Secured Party deems necessary or appropriate to the disposition of any Collateral. If notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 5 below) at least ten (10) calendar days prior to the date of intended disposition or other action.

4. Surety Provisions. Debtor hereby:
   a. Waives (i) presentment, demand, notice of nonpayment, protest and notice of protest on the Secured Obligations; and (ii) notice of the creation or incurrence of the Secured Obligations;
   b. agrees that Secured Party may from time to time, without notice to Debtor, which notice is hereby waived by Debtor, extend, renew or compromise the Secured Obligations, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the security interest granted hereunder, the foregoing acts being hereby consented to by Debtor;
   c. agrees that Secured Party shall not be required to first resort for payment to any other person, entity or corporation, their properties or estates, or any other right or remedy whatsoever, prior to enforcing this Security Agreement;
   d. agrees that this Security Agreement shall be construed as a continuing, absolute and unconditional agreement without regard to (i) the validity, regularity or enforceability of the Secured Obligations, or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to Debtor, or (ii) any event or any conduct or action of the Secured Party or any other party, which might otherwise constitute a legal or equitable discharge of a surety or of the security interest granted hereunder but for this provision;
   e. agrees that this Security Agreement shall remain in full force and effect and be binding

upon Debtor until the Secured Obligations are paid in full;

f. agrees that Secured Party is expressly authorized to renew, extend, compromise, exchange, release or surrender any or all collateral and security pledged by Debtor or any other party to Secured Party to secure all or any part of the Secured Obligations, with or without consideration and without notice to Debtor and without in any manner affecting the security interest granted hereunder; and that the security interest granted hereunder shall not be affected or impaired by any failure, neglect or omission on the part of Secured Party to realize upon the Secured Obligations, or upon any collateral or security therefor, not by the taking by Secured Party of any other security agreement or guaranty to secure the Secured Obligations of any other indebtedness of Debtor to Secured Party, nor by any act or failure to act whatsoever which but for this provision might or could in law or in equity act to release the security interest granted hereunder;
g. agrees that the security interest granted hereunder shall not be affected or impaired by the existence or creation from time to time, with or without notice to Debtor, which notice is hereby waived, of indebtedness from Debtor to Secured Party in addition to the Secured Obligations, the creation or existence of such additional indebtedness being hereby consented to by Debtor;
h. agrees that the possession of this security interest by Secured Party shall be conclusive evidence of due execution and delivery hereof by Debtor;
i. agrees that Debtor may be joined in any action or proceeding commenced in connection with or based upon the Secured Obligations and this Security Agreement may be enforced in any such action or proceeding or in any independent action or proceeding against Debtor should Debtor fail to duly and punctually pay any of the principal of or interest, if any, on the Secured Obligations, without any requirement that Secured Party first assert, prosecute or exhaust any remedy or claim against any other party;
j. agrees that no waiver by Secured Party of any Event of Default shall be a waiver of any other Event of Default or of the same Event of Default on a later occasion; no delay or failure by Secured Party to exercise any right or remedy hereunder or under applicable law shall be a waiver of such right or remedy; and no single or partial exercise by Secured Party of any such right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time; and
k. agrees that each remedy of the Secured Party hereunder is distinct and cumulative to every other right or remedy under this Security Agreement, the documents related hereto, or afforded by law, and may be exercised concurrently or independently.

5. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor shall be deemed sufficiently given if made in accordance with Section 19 of the Franchise Agreement. The Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if the Secured Party exercises reasonable care in physically safe keeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and the Secured Party need not otherwise preserve, protect, insure or care for any Collateral. The Secured Party shall not be obligated to preserve any rights Debtor may have against any other party, to realize on the Collateral at all or in any particular manner or order,

or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and the Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when signed by Debtor and delivered to the Secured Party, and Debtor waives notice of the Secured Party's acceptance hereof. Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of Delaware and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code, as in effect in said state. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Secured Obligations. DEBTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY TRIAL OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

[Signature Page follows]

IN WITNESS WHEREOF, Debtor has executed and delivered to the Secured Party this Security Agreement as of the day and year first above written.

FRANCHISEE: __________________________

By ______________________________

Its ______________________________

EXHIBIT 2 TO SECURED PROMISSORY NOTE

PERSONAL GUARANTY

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce The Game Show Co, LLC, a Minnesota limited liability company (with its participants, successors and assigns, the "Lender") to enter into that certain Promissory Note of even date herewith (the "Note") with ___________________, a _________________ ("Borrower"), ____________ and ______________, resident(s) of ________________ ("Guarantor(s)") hereby absolutely and unconditionally guarantee to Lender the full and prompt payment when due (whether at maturity or earlier by reason of acceleration or otherwise) of any and all debts, liabilities and obligations of Borrower to Lender evidenced by or arising out of the Note (the "Indebtedness").

If at any time prior to the payment in full of the outstanding balance due under the Note, should an Event of Default, as defined therein, exist, then Guarantor(s) shall be liable to Lender for all amounts due by Borrower to Lender under the Note and Lender shall have the right to collect all amounts due from Borrower and/or Guarantor(s).

This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all of the Indebtedness, will in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder. The Guarantor(s) will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the Guarantor(s) against any person liable for payment of the Indebtedness, or as to any collateral therefor, unless and until all of the Indebtedness is fully paid and discharged.

The undersigned will not assert, plead or enforce against the Lender any defense of waiver, release, discharge in bankruptcy, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available against the Lender. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

Guarantor(s) hereby waive presentment, demand for payment, demand for performance, notice of acceptance of this guaranty, notice of the creation or incurrence of the Indebtedness, notice of any extension, renewal, modification, compromise or release of the Indebtedness or any collateral, notice of dishonor, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and notice of any other default or failure to pay under the Note or any related loan documents. Guarantor(s) further agree that Lender may enforce this guaranty against Guarantor(s) without first proceeding against Borrower, any other guarantor, or any collateral securing the Indebtedness.

This guaranty shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. By execution and delivery of this guaranty, each Guarantor accepts, generally and unconditionally, the exclusive jurisdiction of the federal or state court for the district where Lender's principal executive office is located, and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this guaranty or any transaction contemplated hereby from which no appeal has been taken or is available. Each Guarantor irrevocably waives any objection, including without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, that such

Guarantor may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction.

Any notice required or permitted to be given under this guaranty shall be main writing and shall be deemed given when delivered personally, when sent by nationally recognized overnight courier, or three (3) business days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, to the applicable party at the address set forth in the Franchise Agreement.

The Guarantor(s) waive notice of Lender's acceptance hereof. **THE GUARANTOR(S) ALSO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BASED ON OR RELATING TO THIS GUARANTY.**

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this guaranty on this ___ day of _______________ 20____.

GUARANTOR(S):

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

EXHIBIT M TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

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

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT
(To be retained by Franchisee)

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

If GSS Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that GSS Franchising LLC provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, GSS Franchising LLC or one of its affiliates in connection with the proposed sale. Michigan requires that GSS Franchising LLC provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, GSS Franchising LLC or one of its affiliates in connection with the proposed sale.

If GSS Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: GSS Franchising LLC, Jack Slayton, Chief Operating Officer, 3212 Rice Street, St. Paul, MN 55126, (763) 292-3135; and ____ (blank completed only if applicable).

The issuance date of this disclosure document is April 29, 2026.

GSS Franchising LLC the seller of these franchises, authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an entity), hereby acknowledge receipt from GSS Franchising LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated April 29, 2026.

This Disclosure Document included the following exhibits:

A. STATE ADMINISTRATORS
B. AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. MULTI-UNIT DEVELOPMENT AGREEMENT
E. OPERATIONS MANUAL TABLE OF CONTENTS
F. FINANCIAL STATEMENTS
G. CURRENT LIST OF FRANCHISEES
H. FRANCHISEES THAT LEFT THE SYSTEM
I. STATE ADDENDA
J. EQUIPMENT SALES AGREEMENT
K. WAIVER AND RELEASE OF CLAIMS
L. DEPOSIT AGREEMENTSECURED PROMISSORY NOTE
M. STATE EFFECTIVE DATES AND RECEIPTS

Signature (individually and as an officer)	Date Disclosure Document Received
Print Name	Print Franchisee’s Name (if an entity)

RECEIPT
(To be returned to Franchisor)

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

If GSS Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that GSS Franchising LLC provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, GSS Franchising LLC or one of its affiliates in connection with the proposed sale. Michigan requires that GSS Franchising LLC provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, GSS Franchising LLC or one of its affiliates in connection with the proposed sale.

If GSS Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: GSS Franchising LLC, Jack Slayton, Chief Operating Officer, 3212 Rice Street, St. Paul, MN 55126, (763) 292-3135; and ____ (blank completed only if applicable).

The issuance date of this disclosure document is April 29, 2026.

GSS Franchising LLC the seller of these franchises, authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an entity), hereby acknowledge receipt from GSS Franchising LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated April 29, 2026.

This Disclosure Document included the following exhibits:

A. STATE ADMINISTRATORS
B. AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. MULTI-UNIT DEVELOPMENT AGREEMENT
E. OPERATIONS MANUAL TABLE OF CONTENTS
F. FINANCIAL STATEMENTS
G. CURRENT LIST OF FRANCHISEES
H. FRANCHISEES THAT LEFT THE SYSTEM
I. STATE ADDENDA
J. EQUIPMENT SALES AGREEMENT
K. WAIVER AND RELEASE OF CLAIMS
L. SECURED PROMISSORY NOTE
M. STATE EFFECTIVE DATES AND RECEIPTS

Signature (individually and as an officer)	Date Disclosure Document Received
Print Name	Print Franchisee’s Name (if an entity)