FRANCHISE DISCLOSURE DOCUMENT

GAMETRUCK LICENSING, LLC
315 W. Elliot Rd. #107-619
Tempe, AZ 85284
(480) 303-7212
Website: www.gametruck.com

The franchisee will establish and operate a GameTruck Franchised Business including "GameTruck" branded video game trailers, laser tag and other group entertainment offerings to bring excitement and entertainment to people and groups of all ages within a specified geographic area.

The total investment necessary to begin operation of a GameTruck franchise is **$164,450-$312,199**. This includes **$108,200 -$203,699** that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact **Brandon Wiele** at 315 W. Elliot Rd. #107-619, Tempe, AZ 85284; (480) 269-7040.

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

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

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

Issuance Date: **May 20, 2024**

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 B 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 GameTruck Franchised 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 GameTruck Franchised Business franchisee?	Item 20 or Exhibit G 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 requires you to resolve disputes with us by mediation, arbitration and/or litigation only in Arizona. Out-of- state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in Arizona than in your home state.

2. **Minimum Royalty Payments.** You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payment may result in termination of your franchise and loss of your investment.

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

4. **Spousal Liability**. Spouse(s) or domestic partner(s) of the franchisee must sign a spousal consent acknowledging that obligations under the franchise agreement are binding upon the marital community even if the spouse or domestic partner is not involved in the operation of the franchise business. This requirement places the personal and marital assets of the franchisee and spouse or domestic partner(s) or domestic partner(s) at risk.

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

This Franchise. Certain states may require other risks to be highlighted. If so, check the " State Specific Addenda" pages for your state.

TABLE OF CONTENTS

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....1
ITEM 2: BUSINESS EXPERIENCE 2
ITEM 3: LITIGATION.....2
ITEM 4: BANKRUPTCY 3
ITEM 5: INITIAL FEES.....3
ITEM 6: OTHER FEES 5
ITEM 7: ESTIMATED INITIAL INVESTMENT 8
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 11
ITEM 9: FRANCHISEE'S OBLIGATIONS.....14
ITEM 10: FINANCING 15
ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....15
ITEM 12: TERRITORY 19
ITEM 13: TRADEMARKS 21
ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 22
ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....23
ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 23
ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....24
ITEM 18: PUBLIC FIGURES 28
ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS.....29
ITEM 20: OUTLETS AND FRANCHISEE INFORMATION 34
ITEM 21: FINANCIAL STATEMENTS.....38
ITEM 22: CONTRACTS.....38
ITEM 23: RECEIPT 38

EXHIBITS:
Exhibit A..... List of State Administrators and Agents for Service of Process
Exhibit B.....Financial Statements
Exhibit C .....Franchise Agreement
Exhibit D .....Operations Manual – Table of Contents
Exhibit E .....Form of General Release
Exhibit F.....State-Specific Addenda
Exhibit G .....Information on Franchisees
Exhibit H ..... Franchise Questionnaire
Exhibit I.....State Effective Page
Exhibit J .....Receipts

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

To simplify the language in this Disclosure Document, “Franchisor”, “GameTruck” or “we” means GameTruck Licensing, LLC, a Delaware limited liability company that was formed on February 15, 2008. We do not have any predecessors or parent company. “You” or "Franchisee" means the person who buys the franchise. If the franchisee is a corporation, partnership or other entity, “you” may also refer to its owners.

The Franchisor

Our principal address is 315 W. Elliot Rd. #107-619, Tempe, AZ 85284; telephone (480) 269-7040. Our agents for service of process are disclosed in Exhibit A.

We began offering franchises in May 2008. Neither we nor our affiliates have offered franchises in any other line of business.

The Franchise

We grant the right to use the "GameTruck" brand and system including "GameTruck" branded video game trailers, laser tag and other group entertainment offerings to bring excitement and entertainment to people and groups of all ages. Each event is managed by a GameCoach who you will train to be an expert in video games and other forms of group entertainment. We have a web based scheduling system that you must use that currently includes rules for reservations, booking reports, a birthday invitation tool, an event confirmation tool and route planning tool. You will operate in territories with a minimum 150,000 Single-Family Households. The territories are defined by zip codes and a map that is attached to the Franchise Agreement ("Territory"). We offer one (1) type of GameTruck trailer: the V-Nosed GameTruck trailer.

We do not operate a mobile video game theater or laser tag business ourselves but our affiliate, The GameTruck, LLC, operates three (3) mobile video game theaters and LaserTag under the GameTruck name in Portland, Oregon and Denver, Colorado.

We do not currently conduct any business activities other than franchising businesses that conduct "GameTruck" branded video game trailers although our GameTruck franchisees offer additional ancillary services including LaserTag and Gameplex products and services, each of which do not involve the GameTruck trailer. We or our affiliates may also sell trailers manufactured by designated manufacturers, our affiliate or others to non-franchisees, including event planners, without any GameTruck branding.

The general market for GameTruck mobile group entertainment businesses is the general public and, in particular, organizers of parties for children, teenagers and young adults, corporate events, school events and gamers of all ages. The busiest days of the week for parties are Friday, Saturday and Sunday. The market is seasonal, and strongly correlates with the elementary school year.

Industry Specific Regulation

Any person who drives your vehicle must have a valid driver's license and each of your vehicles must be properly licensed. The requirements for these licenses may vary, depending on your location. We strongly recommend that you consult with an independent advisor. You may need additional local permits for some event locations and these permits may have insurance requirements that exceed ours. You must also comply with laws and regulations that apply to businesses generally such as the Americans with Disabilities Act.

The marketplace for birthday party and other entertainment services is developed and competitive. You will serve the general public in competition with other businesses that host or provide facilities for parties, including mobile video game theaters, laser tag, and companies that provide inflatable games and activities and other amusement businesses.

ITEM 2: BUSINESS EXPERIENCE

Scott Novis-Founder and CEO. Mr. Novis has served as our Founder and Chief Executive Officer since February 2008. Mr. Novis has also served as Founder and Chief Executive Officer of The Game Truck, LLC since May 2006.

Brandon Wiele-President and COO. Mr. Wiele has served as our President & Chief Operating Officer since January 2023. Mr. Wiele was Chief Operating Officer for GameTruck Licensing between June 2018 and January 2023. Mr. Wiele was Vice President of Technology for GameTruck Licensing between January 2016 and June 2018.

Mark Strano - Director of Business Development. Mr. Strano has served as our Director of Business Development since September 2021. From August 2021 to November 2021, Mr. Strano was Territory Sales Manager for Nationwide Video in Phoenix, AZ. From December 2018 to March 2020, Mr. Strano was Territory Sales Manager for Christie Digital Systems in Phoenix, AZ.

Stacey Knight- Franchise Operations Manager. Ms. Knight has served as our Franchise Operations Manager since June 2022. From January 2019 to June of 2022, Ms. Knight served as our Sales Team Representative. From August 2013 to December 2018, Ms. Knight worked for a GemeTruck franchise in Marietta, GA.

Clarissa Hobbs- Operations Manager. Mrs. Hobbs has served as our Operations Manager since January 2023. From May 2022 to January 2023, Mrs. Hobbs served as our Sales Team Manager. From June 2019 to May 2022, Mrs. Hobbs was a remote Sales Team Agent for our GameTruck call center.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

When you sign a Franchise Agreement you must pay to us a non-refundable initial franchise fee (the "Franchise Fee"). The Franchise Fee is $49,500 for one (1) geographic operating territory that includes approximately 150,000 single-family households ("Territory"). Additionally, upon your payment of the Franchise Fee, we will, at your request, award you a second geographic operating territory that includes approximately 150,000 additional single-family households at no additional cost, provided that the second Territory is identified at the time of signing the Franchise Agreement and geographically borders the first Territory. The rights to this second Territory are contingent upon the purchase and activation of a second GameTruck mobile video game theater within 18 months of the original Franchise Agreement effective date. If a second mobile video game theater is not activated within the 18 months, the rights to this second Territory are forfeited.

The Franchise Fee is fully earned by us upon payment and is used to defray our costs for initial training, pre-opening assistance, and to offset franchise recruitment expenses. The method we

use to calculate the Initial Franchise Fee is uniform for all franchises, except, as described below, we offer a veterans' discount, existing franchise discount, and multi-territory discount.

You are required to offer ZTAG services ("ZTAG") in conjunction with your GameTruck Franchised Business. ZTAG must be added to your operating location within the first nine (9) months of your opening day. You must purchase the ZTAG equipment from us and the cost of ZTAG is $8,500. This fee is non-refundable.

Multi- Territory Discounts

Subject to market type, availability, and our discretion, at the time of signing your Franchise Agreement you may request the right to purchase additional territories. Each territory of 150,000 single-family households added to your Territory is referred to as an "Additional Territory" or "Additional Territories". Your Territory and Additional Territories are collectively referred to as your "Territory". We will grant you the following discounts for the purchase of Additional Territories:

Total Territories Purchased	Cumulative Initial Franchise Fee
1	$49,500
2	$49,500
3	$74,500
4	$94,500
5	$114,500
6	$134,500
7	$152.000
8	$169,500
9	$187,000
10	$202,000

Existing Franchise Owner Discount

Subject to approval and qualification, existing franchise owners may open new territories at a discounted rate. To qualify, the owner must meet all of the following requirements: have been an existing franchise owner for at least 3 years, be in good financial standing with GameTruck Licensing, have a proven track record of maintaining brand standards and delivering quality events, be qualified and approved by GameTruck Licensing to expand into the desired new market, commit to two trailers in the expansion market within two years of opening, and spend $5,000 on a grand opening marketing campaign. Qualified franchise owners will pay the special rate of $15,000 which includes the initial franchise fees and two territories.

Veteran's Discount

For qualified individuals who were honorably discharged from any branch of the United States Military the Franchise Fee for the first / initial Operating Territory franchise is discounted by 10%. This discount must be requested at the time of your initial franchise application and requires documented military service.

Trailer Purchase

If you purchase a tow-behind trailer from GameTruck, you must pay a deposit toward the construction of your trailer to us or our designated supplier within 10 days after you sign the Franchise Agreement. The balance is due 30 business days before the completion date of your

GameTruck trailer (See Items 7 and 8). The deposit is one-half of the total trailer cost. As of the date this Franchise Disclosure Document was issued, the cost of the tow-behind GameTruck trailer opening package was $89,999. If you request additional improvements to the trailer, the price could increase up to $99,199. You may also purchase a tow-behind video game theater from a third-party vendor or GameTruck affiliate, with prior approval from GameTruck. Trailers sourced from third-party and affiliate vendors are subject to inspection and refurbishment requirements to ensure appropriate operational capabilities. The cost of a trailer from a third party is estimated to be at least $45,000 but will vary based on availability, market conditions and other factors.

GameTruck or a third-party provider may deliver your GameTruck Trailer to you. The charge for doing so will differ, depending on the distance from the trailer manufacturer to the delivery location you designate ranging from $0 - $5,000. This charge is based on gas prices as of the date this Disclosure Document was issued, and may increase if gas prices increase.

For the tow-behind model you must have or purchase a pick-up truck as a tow vehicle from a dealer we approve. If you choose to purchase the tow vehicle from another dealer (for which you must obtain our approval) or if you use a tow vehicle you already own, you must pay between $5,200 and $6,500 to us or our designated supplier for the graphic wrap material. You pay this amount to us or our designated supplier prior to the application of the graphic wrap.

All initial fees are non-refundable.

ITEM 6: OTHER FEES

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee [(1)]	The greater of 7% of Gross Sales or $600 per month	Monthly via EFT	This fee may be paid to GameTruck
Franchisor Advertising Fee[(2)]	1% of Gross Sales	Same as Royalty Fee	The Fund is used for creative development and is administered by us
Local Marketing[(3)]	The greater of 2% of Gross Sales or $1,000 per month	Monthly via EFT as incurred	This is the minimum amount which you will be required to pay to third party suppliers every year on local advertising. All advertising needs to be pre-approved by us. You must submit receipts.
Technology Fee[(4)]	$200 per week per month per Territory of 150,000 Single-family Households	Monthly via EFT	This fee covers software, access to the managed ads marketing program, ongoing automated lead nurturing and prospecting systems, use of custom portal, marketing website, customer portal, PartyLink system, local email marketing, online booking, phone system, call tree, and two (2) email address through Google Workspace, managed ads and any additional technology such as Web Tools we provide to you.
Trailer Delivery Fee[(5)]	$0-$5,000 per trailer	As incurred	This fee may be paid to GameTruck or a third-party provider depending on delivery arrangements.
Additional Training Fee[(6)]	$250 per day if at our headquarters; $500 per day if on-site training	As incurred	You and/or your employee are required to attend additional training.
Graphic Wrap Fee[(7)]	$5,200-$6,500	Prior to delivery of the GameTruck trailer	The material fee is paid directly to GameTruck. This is an estimate of the fee associated with us creating the wrap for your vehicle and delivering the wrap to an approved installer in your area. Install fee is paid to an approved installer in your area.
Reimbursement cost of certain GameTruck	Cost of certain items	Upon demand	GameTruck will invoice franchisees for reimbursement.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
expenses to third party vendors[8]			
Attorney's Fees[9]	Reasonable attorney's fees	As ordered by arbitrator or court	Payable upon your default or breach of your Franchise Agreement.
Interest[10])	Lesser of 3% per month or maximum rate permitted by law	When payment is late or overdue	Only payable if you fail to make payments to us when due.
Indemnification[11]	Payment of our losses and costs	Upon Demand	You must reimburse us for, or pay for our counsel to defend us against, claims caused by or related to the operation of your GameTruck.
Transfer Fee[12]	$5,000 if transfer is to an existing GameTruck franchise; $10,000 if transferee is not an existing GameTruck franchise	Upon Transfer	This fee is paid to GameTruck for all assignments or transfers of the Franchise Agreement.
Renewal Fee[13]	$7,500	Upon notice of renewal	This fee is paid to GameTruck when your GameTruck franchise is renewed, payable 60 days or more in advance of the current term's expiration.
Cost of Evaluating Proposed Supplier[14]	GameTruck's cost	Upon demand	GameTruck may require you to pay costs associated with evaluating a proposed supplier.
Credit Card Processing Fees[15]	The amount charged to Franchisor by the applicable credit card processor and/or issuer	When you make a payment to Us by credit or debit card	You must reimburse us for any processing fees charged to us by a third-party processing company in conjunction with credit card payments made by you to Franchisor.
Mandatory Annual Conference and Training Fee[16]	$600-$950 per person	Annual	This fee is paid to help cover the cost of the Annual Franchise conference. This conference and fee are mandatory.
Collection Costs[17]	All collection costs including reasonable attorneys' fees	Payable upon assessment	Only payable if you fail to make payments to us when due
Non-Reporting Fee	$250 per month per report that is not timely provided to Franchisor	Payable upon assessment	Payable if you fail to timely deliver a required report to Franchisor.

EXCEPT AS MAY BE DESCRIBED BELOW, ALL FEES ARE UNIFORMLY IMPOSED AND ARE PAYABLE TO US. ALL FEES PAYABLE TO US ARE NON-REFUNDABLE. FEES ARE PAYABLE BY ELECTRONIC FUNDS TRANSFER, BUT WE MAY CHANGE THE METHOD AND FREQUENCY OF PAYMENT AT ANY TIME.

Notes:

(1) "Gross Sales" means revenue derived from events performed during the monthly period less all taxes actually paid to a governmental authority and cancellations made in accordance with our policies. You must pay us the greater of 7% of gross sales or $600 per month. The minimum monthly royalty applies to all events and business performed under the Franchise Agreement in the aggregate. We will defer the minimum royalty for the first 60 days of operation. You must pay the royalty fee by the 3rd day of the month for the preceding month.

(2) See Item 11 for examples of how we may use the funds collected for the Fund.

(3) You must spend a minimum of two percent (2%) of Gross Sales or $1,000 per month on local marketing, whichever is greater. You may only use materials and designs that we have approved. You do not send this money to us. You spend it yourself on approved items. You must submit receipts documenting local marketing expenditures by the 10th of each month for the preceding month.

(4) This fee covers software, access to the managed ads marketing program, ongoing automated lead nurturing and prospecting systems, and two (2) email addresses through Google Workspace as well as Web Tools we provide to you. As of the date this Franchise Disclosure Document was issued, this includes our WebTools, a community/franchisee web portal with tools for you to manage your GameTruck event business such as a reservations module, booking reports, a birthday invite tool, an event confirmation tool and a route planning tool. We may develop additional technology for the franchised business in the future. If we do, this fee may increase.

(5) Either GameTruck or a third-party provider may deliver your GameTruck Trailer to your market. The charge for doing so will differ, depending on the distance from the trailer manufacturer to the delivery location you designate. This estimate is based on gas prices as of the date this Disclosure Document was issued, and may increase if gas prices increase.

(6) Training is provided for two individuals before we make the first trailer available to you. If additional employees attend initial training either with you or in the future, we may charge tuition at our then-current rate (currently set at $250 per day). If we feel that you are not able to train additional employees properly to operate additional trailers, we can require you to bring your employees to our training course (and pay the tuition). If we determine that additional on-site training is required or if we agree to conduct a portion of initial training at your site, we may charge you our then-current daily fee (currently $500) plus expenses. You must pay this tuition to us before your personnel attend the class. If we are providing on-site training, you must pay us upon receipt of our bill which may be sent before we provide the training. See Item 11.

(7) Your vehicle must have our approved graphic wrap. This is an estimate of the fee associated with the creation of the wrap for your vehicle and delivering the wrap to an approved installer in your area. You will need to schedule installation and pay for installation of the wrap directly with your local installer.

(8) GameTruck has negotiated purchase arrangements with certain suppliers for certain items such as vehicle and trailer wraps, laser tag equipment, print and wearable marketing materials and direct mail services. These suppliers may invoice GameTruck and require a single payment, and GameTruck will invoice franchisees for the items they purchase.

(9) If there is arbitration or other legal proceedings between you and us, the prevailing party will be entitled to reasonable attorney's fees.

(10) If you do not pay your obligations when due, you must also pay interest from the due date until paid, calculated at the lesser of 3% of the amount due per month or the highest rate permitted by law.

(11) You must pay for any losses to us and our representatives resulting from the operation of your business.

(12) You must pay this fee for all assignments or transfers of the franchise agreement. You must be in good standing to transfer. There are other conditions to transfer. See Item 17.

(13) You must pay this fee when you send GameTruck notice that you wish to renew. You must be in good standing to renew. There are other conditions to renewal. See Item 17.

(14) If GameTruck incurs any costs in evaluating a supplier you propose or its product or service, it may require you to pay those costs.

(15) You must also pay an additional service fee of 4% of the total credit card payment(s) you make to GameTruck.

(16) You are required to attend our Annual Conference and to pay the Annual Conference and Training Fee. This amount is due annually no less than 4 months before the date of the Annual Conference.

(17) If we are required to retain an attorney or collection agency to collect any delinquent payments or past due amounts from you, we may collect the fees, costs, and/or other expenses we incur in conjunction with such efforts to collect from you. We will also collect as damages the attorneys' fees and costs incurred by GameTruck in defending claims that arise due to your actions as a franchisee.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee[(1)]	$49,500	$49,500	Lump Sum	Upon signing the Franchise Agreement	Franchisor
Tow Vehicle[(2)]	$20,000	$55,000	Lump Sum	Upon Delivery	Approved Supplier
Vehicle Wrap and Install	$5,200	$6,500	Lump Sum	Prior to Delivery of Wrap to Approved Applicator in your area	Franchisor
GameTruck Trailer[(3)(4)]	$45,000	$99,199	See Note 3	See Note 3	Franchisor
ZTAG Equipment[(5)]	$8,500	$8,500	Lump Sum	Before Delivery	Franchisor
Supplemental Gaming Equipment[(6)]	$0	$35,000	Lump Sum	As Incurred	Franchisor

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Trailer Delivery Fee[7]	$0	$5,000	Lump Sum	Before Delivery	Franchisor
Storage Lease, Utility & Security Deposits	$0	$7,500	Lump Sum	As incurred	Lessor
Equipment, Office Supplies & Computers[8]	$0	$2,000	Lump Sum	As Incurred	Vendor or Lessor
Professional Fees	$1,500	$5,500	Lump Sum	As Incurred	Attorneys, accountants
Business License & Permits	$250	$1,500	Lump Sum	As Incurred	City
Insurance[9]	$7,500	$10,000	Lump Sum	As Incurred	Insurance companies
Grand Opening	$7,000	$7,000	Lump Sum	As Incurred	Suppliers
Additional Funds 6 months[10]	$20,000	$20,000	As incurred	As Incurred	Employees and suppliers
Total[12]	$164,450	$312,199			

Notes:

(1) When you sign a Franchise Agreement you must pay to us a non-refundable initial franchise fee (the "Franchise Fee"). The Franchise Fee is $49,500 for one (1) geographic operating territory that includes approximately 150,000 single-family households. Additionally, the initial franchise fee includes a second geographic operating territory that includes approximately 150,000 single-family households at no additional cost, provided that the second territory is identified at the time of signing the Franchise Agreement and geographically borders the first territory. The rights to this second territory are contingent upon the purchase and activation of a second GameTruck mobile video game theater within 18 months of the original Franchise Agreement effective date. If a second mobile video game theater is not activated within the 18 months, the rights to this second territory are forfeited. The Franchise Fee is fully earned by us upon payment and is used to defray our costs for initial training, pre-opening assistance, and to offset franchise recruitment expenses. The method we use to calculate the Initial Franchise Fee is uniform for all franchises, except, as described below, we offer a veterans' discount, existing franchise discount, and multi-territory discount.

(2) You must purchase a ¾ ton pick-up truck. Your pick-up truck for your Trailer must have a towing capacity of 9,000 pounds and a tongue weight of 900 pounds. You have to order and pick up the tow vehicle in time to be ready when the trailer is ready. The tow vehicle must meet our specifications including a specialty package that includes a class 5 hitch, airbag suspension, brake controller, tow mirror and graphic wrap. The tow vehicle must also meet our specifications for exterior color and may be black, white, light grey or silver. If we approve a tow vehicle you already own, you must pay us or our designated supplier for the graphic wrap and arrange for it to be applied by an approved applicator in your area. You will be responsible for having the graphic wrap removed upon termination or expiration of your Franchise Agreement and for any inspection we need to conduct (See Items 8 and 17). If you meet a lender's qualifications, you may have the option to finance up to the entire amount of the tow vehicle.

(3) If you purchase a tow-behind trailer from GameTruck, a minimum payment of ½ of the total cost of your first trailer is due within 10 days after you sign the Franchise Agreement. The balance is due 30 business days before the completion date of your GameTruck trailer. As of the date this Franchise Disclosure Document was issued, the cost of the tow-behind GameTruck trailer was $89,999. If you request additional improvements to the trailer, the price could increase to $99,199. You may also purchase a tow-behind video game theater from a third-party vendor or GameTruck affiliate, with prior approval from GameTruck. Trailers sourced from third-party and affiliate vendors are subject to inspection and refurbishment requirements to ensure appropriate operational capabilities. The cost of a trailer from a third party is estimated to be at least $45,000 but will vary based on availability, market conditions and other factors. If we approve a tow-behind trailer from a third party, you must pay us or our designated supplier for the graphic wrap and arrange for it to be applied by an approved applicator in your area. You will be responsible for having the graphic wrap removed upon termination or expiration of your Franchise Agreement and for any inspection we need to conduct (See Items 8 and 17). If you meet a lender's qualifications, you may have the option to finance up to the entire amount of the tow behind trailer.

(4) If you purchase a tow-behind GameTruck trailer from GameTruck, the trailer packages include televisions, video game consoles (Xbox, PlayStation, and Nintendo), video game controllers (for all consoles), seating, surge protectors and various cables that you will need for the operation of your GameTruck trailer. The number of televisions, consoles, controllers, etc. included in the packages varies depending upon the type of trailer you purchase and the upgrades, if any, that you purchase from us or our affiliates. You may be required in the future to purchase additional video game consoles, controllers, games, and other related hardware and software.

(5) ZTAG. You are required to offer ZTAG services ("ZTAG") in conjunction with your GameTruck Franchised Business. ZTAG must be added to your operating location within the first nine (9) months of your opening day. You must purchase the ZTAG equipment from us. This amount reflects our estimate of the costs associated with acquiring an approved ZTAG equipment package.

(6) Supplemental Equipment. From time to time GameTruck may add additional activity programs as expansion opportunities for your GameTruck Franchised Business. These additional options will be made available to you through GameTruck or by approved vendors and suppliers. At the time of filing, these supplemental equipment programs included LaserTag, Gameplex, GagaBall, GelTag, Outdoor Yard Games, and WaterTag. Participation in one or all of these programs is optional, but each may become required in the future. This amount reflects our estimate of the costs associated with acquiring some or all this equipment.

(7) This is the charge for delivering your trailer to your market. The charge depends on the distance between the trailer manufacturer and the delivery location. The charge is also based on gas prices as of the date this Disclosure Document was issued, and may increase if gas prices increase.

(8) This includes various technical components including but not limited to a fax machine, laptop computer, copier and printer you may need to purchase in order to operate your Franchised Business.

(9) You must maintain the following types of insurance: General Liability to include: $1,000,000 minimum- each occurrence, Damage to Rented Premises- $100,000 minimum, Personal Injury- $1,000,000 minimum, General Aggregate- $2,000,000, Automobile Liability to include $1,000,000 minimum, worker's compensation. You may also want to include abuse and molestation coverage as part of your general liability insurance. This is an estimate of the

premiums due for one (1) pick-up truck and (1) GameTruck Trailer. If you have more than one (1) GameTruck Trailer operating in your Territory, your costs for insurance will be higher.

(10) These expenses are additional funds you may need to expend during the initial phase of the business (6 months) including fuel costs, maintenance expenses, vehicle storage costs, license fees, system fees, salaries, facility fees and other general operating expenses. They do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above. We base our estimate of these expenses on our experience and that of our affiliates.'

(11) LaserTag requires a transportation/delivery vehicle. Approved vehicle types are: SUV, van or truck.

(12) This estimates your initial startup expenses for operating a GameTruck business. We do not offer financing to you for any part of the initial investment.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

GameTruck and its affiliate have developed and are continuing to develop the unique GameTruck trailer and specialized accessories that are an integral part of the GameTruck system. You must purchase the GameTruck trailers and specialized accessories from us or someone we approve. For a tow-behind GameTruck trailer, you must pay a deposit of ½ of the cost of your first trailer 10 days from the date you sign the Franchise Agreement. The balance is due 30 business days before the completion date of your GameTruck trailer. As of the date this Franchise Disclosure Document was issued, the cost of the tow-behind trailer was $89,999. If we make additional improvements to the tow-behind trailer, the price could increase to $99,199. Of course, over time, the cost of GameTruck trailers may increase. You may also purchase a tow-behind video game theater from a third-party vendor or GameTruck affiliate, with prior approval from GameTruck. Trailers sourced from third-party and affiliate vendors are subject to inspection and refurbishment requirements to ensure appropriate operational capabilities. The cost of a trailer from a third party is estimated to be at least $45,000 but will vary based on availability, market conditions and other factors.

Based on the most recent audited financial statements we nor our affiliates derived any revenue from your purchase of your GameTruck trailer(s). During the period ending December 31, 2023, our revenue from the purchase of GameTruck trailers was $0 or 0.0% of our total revenues of $2,495,871.

If you do not possess one, you must also purchase a tow vehicle that meets our specifications. As of the date this Disclosure Document was prepared, we require that you purchase a ¾ ton pick-up truck that meets our specifications. Our specifications include that the pick-up truck includes a class 5 hitch, 2 5/16" ball, airbag suspension, brake controller, tow mirror and GameTruck graphic wrap. The source of the specialty package and the graphic wrap installation is the dealer in Rockwall, Texas, as of the date this Disclosure Document was issued. The amount you must pay includes an inspection fee so that we can confirm that the tow vehicle and specialty package meet our specifications.

Based on the most recent audited financial statements we generated revenue from the sale of graphic wraps to you for application on your GameTruck trailer and/or pick-up truck. During the period ending December 31, 2023, our revenue from the sale of graphic wraps was $6,986 or 0.28% of our total revenues of $2,495,871.

Based on the most recent audited financial statements we require that you purchase print and wearable marketing materials from us. We may also offer you the opportunity to participate in a

direct mailing cooperative. We generate revenue from your purchase of wearable marketing material and participation in direct mailing cooperatives. During the period ending December 31, 2023, our revenue from these purchases and franchisee participation in the cooperative was $7,465 or 0.3% of our total revenues of $2,495,871.

You may be required to establish an online-access accounts for specific platforms (and other accounts as established if we require). Additionally, you may be required to establish a wireless broadband service for each trailer, and we may designate a service provider for you to use. We may require that you purchase software from us if and when we develop it.

We also sell Gameplex boxes that include game consoles, controllers, and related marketing collateral, LaserTag kits, ZTAG kits, educational materials and other group entertainment related products and kits to franchisees which you may purchase from us. During the period ending December 31, 2023, our revenue from these purchases was $134,000 or 5.37% of our total revenues of $2,495,871.

We also charge a credit card processing fee for credit card payments (using one or more credit cards). During the period ending December 31, 2023, these processing fees were $4,558 or 0.18% of our total revenues of $2,495,871.

Occasionally, video game manufacturers and other suppliers will pay us to promote their products and/or video games or other products or services through some or all of our franchisees. During the period ending December 31, 2023, these payments to us totaled approximately $1,098,538 or 44.01% of our total revenues of $2,495,871.

We operate a website for the GameTruck business and require you to establish and maintain a subdomain on our website. See Items 12 and 16.

You must purchase insurance coverage required by the Franchise Agreement from an approved carrier with a Best rating of A or higher and/or insurance broker. As of the date this Disclosure Document was issued, the required coverage includes General Liability to include: $1,000,000 minimum- each occurrence, Damage to Rented Premises- $100,000 minimum, Personal Injury- $1,000,000 minimum, General Aggregate- $2,000,000, Automobile Liability to include $1,000,000 minimum, worker's compensation. You may also want to include abuse and molestation coverage as part of your general liability insurance, commercial automobile, general liability in the minimum amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate, personal injury, property damage, employee dishonesty, forgery or alteration, umbrella liability, and worker's compensation, and such other limits and coverage as we may periodically require such as abuse and molestation coverage. The required coverage is subject to change. Some event locations in your local region may require additional types of coverage or higher limits of coverage than we require.

You will be required, from time to time, to purchase new gaming consoles and related equipment, software or hardware directly from approved or designated suppliers for use in each of Franchisee's GameTruck Trailers.

All other products and services sold by franchisees must meet our specifications and standards and must be purchased from suppliers we designate. If you wish to propose a supplier for a product or service (and we or our designated supplier is not the sole supplier), you may submit a proposal to us including information about the supplier's financial wherewithal and standing in the business community and its ability to supply a product or service meeting our specifications. You may need to supply us with samples and arrange for our inspection of the proposed supplier's facilities and reimburse our cost to do so. The supplier must maintain sufficient insurance coverage and name you and us as additional insureds. If a product to be supplied will bear our

name, we may require the supplier to sign a license agreement and pay us a license fee. We may limit the number of approved suppliers and we may revoke our approval of a supplier at any time upon notice to you. We will make our criteria for suppliers of various items available to you upon reasonable request.

We will generally notify you of our approval or disapproval of a supplier within 90 days after you submit a request and information we require about the proposed supplier. We may determine that a supplier no longer meets our criteria, and we may revoke our approval of that supplier. We may notify you that the approval of a supplier has been revoked at any time.

We will derive revenue as a result of purchases or leases franchisees make from us in addition to the revenues described above. Except as described above, we and our affiliate are not currently the only approved suppliers for any of the products or services described in this Item, but we may be in the future. Revenue will be calculated based upon the percentage of products, supplies, and equipment purchased by franchisees, flat rates on a product by product basis, or upon other negotiated terms between Approved Suppliers and Franchisors.

No officer of GameTruck owns an interest in a supplier other than GameTruck or its affiliates.

We estimate that the required purchases and leases described in this Item will represent approximately 80% of your cost to establish and operate your business.

We have negotiated purchase arrangements with the dealer that supplies the tow vehicle and trailer wraps and a supplier who sells logo apparel, business cards, other items that bear our logo as well as other promotional items for the benefit of franchisees, and direct mail services. These arrangements and agreements may change or expire at any time. We may negotiate additional purchase arrangements.

We do not provide material benefits (for example, renewal or granting additional franchises) to franchisees based on use of designated or approved sources.

Our affiliates do not derive revenue, rebates or other material considerations based on the required purchases or leases.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Item 11
b. Pre-opening purchases/ leases	Section 3	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 3 and 4	Items 6, 7 and 11
d. Initial and on-going training	Section 4	Item 11
e. Opening	Section 2	Item 11
f. Fees	Sections 1.C(2)(e), 4.A(3) and (4), 8, 11.B, 16.B(3)(d) and (f), 17 and 18.J(5)	Items 5 and 6
a. Compliance with standards and policies/operating manual	Sections 4.B and 5	Items 8 and 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
b. Trademarks and proprietary information	Section 12	Items 13 and 14
c. Restrictions on products/services offered	Section 15	Item 16
d. Warranty and customer service requirements	Sections 4 and 5	Not Applicable
e. Territorial development and sales quota	Sections 1.A and 5.F	Item 12
f. Ongoing product/service purchases	Section 5.B	Item 8
g. Maintenance, appearance and remodeling requirements	Section 3	Item 11
h. Insurance	Section 6	Items 6, 7 and 8
i. Advertising	Section 10	Item 11
j. Indemnification	Section 17	Item 6
k. Owner's participation/ management/staffing	Section 10	Item 15
l. Records and reports	Section 9	Item 6
m. Inspections and audits	Section 11	Item 6
n. Transfer	Section 16	Item 17
o. Renewal	Section 1.C	Item 17
p. Post-termination obligations	Section 15	Item 17
q. Non-competition covenants	Section 1.B	Item 17
r. Dispute resolution	Section 18.J	Item 17
s. Other: Spousal Consent(1); Personal Guaranty of franchisee(2)	Exhibits 2 and 4	Item 22

Notes:

(1) The spouse or domestic partner of an individual franchisee must sign a spousal consent in which the spouse or domestic partner must consent to the individual franchisee's execution of the Guaranty and Assumption of Franchisee's Obligations. A spouse or domestic partner executing a consent is acknowledging that their community assets are at risk to a potential judgment.

(2) Each individual who owns an interest in a franchisee that is a corporation or other business entity must sign an agreement to maintain confidentiality and not to compete and an agreement assuming and agreeing to discharge all obligations of the Franchisee under the Franchise Agreement (Exhibit 3).

ITEM 10: FINANCING

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

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

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

Pre-Opening Obligations

Before you begin operations, we will:

(1) Since you do not have to locate a site from which to operate your business, we do not provide you with assistance in doing so. You may open an office, but it is not required. You must find a location to store your trailers. You must store your trailers in your Territory. The storage location must meet certain basic requirements described in the Operations Manual. As of the date this Disclosure Document was issued, these basic requirements consisted of requiring that the location be in your Territory and comply with any applicable rules or laws on trailer storage. Some franchisees use RV storage facilities and others store their trailers on their own property providing that does not violate city or county codes or homeowners' association rules. We do not assist you with this, nor do you need our approval for the location unless you want to store your trailers outside of your Territory. We generally do not own a location at which you store your trailer. (Section 3C of the Franchise Agreement)

(2) Deliver your specially equipped game trailer. (Section 3(B) of the Franchise Agreement.)

(3) Provide you with access to our digital Operations Manual containing specifications, standards and operating procedures for the GameTruck system (Section 4.B of the Franchise Agreement). The table of contents of the Operations Manual current as of the date this Franchise Disclosure Document was issued is attached as Exhibit D to this Disclosure Document.

(4) Provide you with an inventory of products if you choose to purchase them from us. (Section 5.B(1) of the Franchise Agreement)

(5) Provide you with an initial training program (GameTruck University) for you and one other person who is authorized to manage your business (Section 4A of the Franchise Agreement). Before you begin operating your GameTruck business, you must successfully complete our initial training program described below.

(6) We anticipate that you will begin operation approximately 16 weeks after signing the Franchise Agreement. Factors that may affect this time period include your ability to complete training successfully, your location of a storage facility for your trailers, your ability to secure financing and the delivery of your trailer and tow vehicle. You must have your tow vehicle and begin operations within four weeks of delivery of your first trailer. If you order this trailer from GameTruck, you will pay a deposit of ½ the cost when you order each additional trailer, with the balance due 30 business days before the completion date of your GameTruck trailer.

Post Opening Obligations

During the operation of your business, we:

(1) Will provide periodic advice and consultation on the operation of your business, communicate new developments, techniques, improvements in services for the operation of your business (Section 4.C of Franchise Agreement).

(2) Will defend you against any claim of infringement on account of your proper use of GameTruck's trademarks (Section 12.C(1) of the Franchise Agreement).

(3) Will administer the Fund (see below) and provide public relations activities and promotion of the GameTruck system through various media (Section 10 of the Franchise Agreement).

(4) May provide additional training programs and support services as we deem appropriate if a new service or method of operation is introduced in the GameTruck system (Section 4.A(4) of the Franchise Agreement).

(5) May send our representatives to monitor your business and your GameCoaches to determine whether or not you are operating in a manner consistent with the GameTruck system (Section 11A of the Franchise Agreement).

(6) May audit your business records (Section 11.B of the Franchise Agreement).

We currently operate a call center as of the date this Franchise Disclosure was issued. Inquiries and calls for scheduling GameTruck events can be handled through the call center for an additional fee, although you and your team will also schedule GameTruck events directly in your Territory.

Advertising

We have an advertising fund (the "Fund") to which you must contribute (see Item 6). We may elect to disseminate local advertising through television, radio, digital, and print media such as magazines, billboards, and newspapers. We may also use the Fund to develop local promotional and advertising materials for your use. We may use the Fund to employ an outside consultant to assist in the development, production, and dissemination of advertising materials.

During the period ending December 31, 2023, we spent the Fund on the following areas:

Category	% of Total 2023 Advertising Expenses
Web Site Development	35.19%
Marketing Agency/Public Relations Fees	0%
Franchise Meetings and Conferences	.94%
Administrative Expenses	130.21%
Paid Media Purchases	72.25%
Total Advertising Expenditures - 2022	238.59%

As the chart above reflects, during the most recent fiscal year, the Franchisor Ad Fund had a funding deficit which caused the allocation of funds to exceed 100% utilization compared to actual expenses. The shortfall of $141,812.42 was funded by GameTruck Licensing as a loan to the Global Ad Fund.

During the period ending December 31, 2023, $0 or 0% of the Fund was used for advertising that is principally a solicitation for the sales of new franchises.

You may use your own advertising materials after we approve them.

As of the date this Franchise Disclosure Document was issued, we anticipated that all franchisees will contribute to the Fund at the same rate although we reserve the right to make exceptions. We anticipate that suppliers may also make contributions to the Fund. We anticipate forming a franchisee advertising council to provide input, although we will make all final decisions regarding the administration of the Fund.

We reserve the right to spend fees collected from franchisees for the Fund for administration of the Fund. We will account for the Fund separately on an administrative basis from our other funds but we may commingle the Fund with other funds that we collect or manage. If we prepare reports, copies of these reports will be available to you upon reasonable request. There is nothing in the administration of the Fund or otherwise in your relationship with us that creates a fiduciary relationship or trust relationship between us.

We have no obligation to spend any amount on advertising in the area in which you are located.

If all the contributions to the Fund are not spent in any fiscal year, the surplus may be used in the next year. We do not plan to use any of the Fund principally to solicit new franchise sales.

In addition to contributions to the Fund, you must spend the greater of 2% of your gross sales or $1,000 a month on local advertising and promotion of your franchised business.

We do not currently anticipate auditing the Fund. We will prepare and provide unaudited financial statements for the Fund upon your written request.

You may also be required, if cooperative advertising funds are established, to contribute up to 2% of gross sales to a cooperative advertising fund consisting of contributions by franchisees in a region or locality we establish. Any fees paid into a co-op will be credited against your local marketing requirement. The cooperative advertising fund will be defined by the geographic area that is serviced by local television and radio media.

We may also offer you the opportunity to participate in a direct mailing cooperative.

We do not currently have an advertising council.

Computer System

You must purchase or lease computers and related hardware capable of adequately running our programs such as GameTruck Web Tools. You must also purchase required hardware and software to make your GameTruck Trailer Wi-Fi capable and GPS accessible. We may require you to have broadband Internet access and a subscription to a wireless high speed data service for each trailer. You will also need computers in your office to interact with our suite of business tools as described in our Operations Manual, and your trailers will need individual wireless data access to interface with the trailer system. The types of data that will be generated or stored in the computer system consist of customer information and invoices, service contracts, and other documents, presentations and similar data related to the operation of your business. If you do not already have this equipment, it will cost you up to $6,000 to obtain various technical components including but not limited to a laptop computer, copier and printer. We or our affiliate may develop a proprietary software program for use in the GameTruck System. If we do so, we may require you to use it and you may have to sign a software license agreement. You must make any upgrades to the event equipment (game systems, televisions, computer connectivity, ancillary trailer and power plant items and similar items) credit card processing equipment, back-office computer hardware and software and other items that we require.

The annual cost of any optional or required maintenance update, upgrading or support contracts will vary. The Franchise Agreement does not provide for any contractual limitations on the cost and frequency of your obligation to update or upgrade computer hardware or software.

Neither we nor any affiliate nor any third party has a contractual obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer hardware or software. We will have independent access to the information generated or stored by you, and there are no contractual limitations on our right to do so.

You must utilize certain software in conjunction with the operation of your GameTruck Franchised Business including QuickBooks Online, which is a web-based recordkeeping and accounting software program. We may require you to utilize other specific software programs in conjunction with the operation of your GameTruck Franchised Business.

We will provide to you a subdomain on our website. You may not establish any other website or domain for the purpose of marketing or soliciting business for your GameTruck Business, except as otherwise allowed herein. We will provide and maintain the content of the subdomain, but you must maintain any pricing or service offerings published on the website in accordance with our guidelines and specifications.

Training

Following is information on the training program:

TRAINING PROGRAM

Subject	Hours of Virtual Classroom Training	Hours of on the Job Training	Location
Training Outline & Ordering Trailers & Trucks	3-4	0	Web-Based Training, Conference Calls
GameTruck Systems	10-12	5	Gold Standard Training Locations throughout the United States. Tempe and/or Phoenix, Arizona Affiliate Store, Franchisee's Market
Running your Business	8-11	27	Web-Based Training, Conference Calls
Games and Game Systems Operations	8-10	10	Web-Based Training and/or Franchisee's Market
Marketing and Promotion	3-4	3	Web-Based Training, Conference Calls
Customer Service Training	3-4	5	Web-Based Training and/or Franchisee's Market
Total	35-45	50	

Our training program, GameTruck University, is provided by GameTruck Licensing as part of signing your Franchise Agreement. The training is scheduled approximately (16) sixteen weeks before you receive your trailer. The training program is mandatory for all new franchisees and anyone else who is authorized to act as your manager or head GameCoach. We do not charge for the initial job training for you plus one additional person, but you must pay for training for any additional participants. Training materials include, but are not limited to, the Strategy Guide.

The training is directed and executed by the Chief Operations Officer, Brandon Wiele. Mr. Wiele has 20 years' experience in business operations and 8 years' experience in operational training with GameTruck. Other qualified members of the GameTruck leadership team will also participate in the training program. The minimum training that any instructor will have at least 1+ years of operating experience. You will be trained on internal systems and best practices used for the GameTruck system. Classroom training will also cover Marketing and Promotion, Customer Service, and Running Your Business, which include elements of finance and accounting. In addition to classroom training, GameTruck Licensing provides ongoing training throughout the 8 weeks leading up to your opening day which will cover Marketing, Sales, Operations, and successfully running your business.

Operations (On-the-Job) training will be conducted by a GameTruck trainer or an established GameTruck franchisee selected by GameTruck Licensing. You may be required to travel with local GameCoaches to complete this portion of the Training Program. We will put together a

schedule of times and locations for you to meet local operators to provide in-market training based on different event types.

We may also require your personnel to attend additional training programs from time to time—generally when new products or serves are being introduced into the GameTruck system. We may charge you an additional training or license fee in connection with these additional programs. We currently anticipate this on-going training to be required no more than once per year. You are also responsible for travel and living expenses for all of your personnel during these additional training courses.

To the fullest extent permitted by law, we may impose minimum, maximum, or required pricing for services or products offered or sold from your Business.

ITEM 12: TERRITORY

When you sign a Franchise Agreement you will be awarded at least one (1) geographic operating territory ("Territory") that includes approximately 150,000 single-family households. Additionally, we will award you a second Territory of approximately 150,000 single-family households, at your request, at no additional cost if the second Territory is identified at the time of signing the Franchise Agreement and geographically borders the first Territory. The rights to the second Territory are contingent upon your purchase and activation of a second GameTruck mobile video game theater within 18 months of the Franchise Agreement effective date. If a second mobile video game theater is not purchased and activated within the 18 months, the rights to the second Territory are forfeited.

Your Territory will include zip codes that include no less than 150,000 single-family households, will maintain a contiguous border, and encompass thoroughfares where possible. The Territory is designated on Exhibit 1 of the Franchise Agreement. If you add Additional Territories, they will also be designated on Exhibit 1 to the Franchise Agreement.

Your Territory is exclusive. We will not locate another franchisee in your Territory and will not schedule parties or events or allow other franchisees to schedule parties or events in your Territory as long as: (i) you are able to provide the services necessary for each party or event requested in your Territory; and/or (ii) you are not in default of the terms of the Franchise Agreement. If you are unable to perform a party or event in your Territory, you must notify us or your nearest neighboring franchisee and offer it to the nearest franchisee although that will not alter your exclusive rights to subsequent events in the Territory. There may be other GameTruck operators with their own territories in the city, county or state in which you operate, but not in your Territory.

The Territory granted to you will not change, except as provided below.

If we award you a second Territory at the time you sign the Franchise Agreement and fail to purchase and activate a second mobile video game theater within 18 months of the Franchise Agreement effective date, your rights in the second Territory shall be forfeited.

If you receive a request for an event outside of your Territory, you must promptly notify us. We will schedule a franchisee within that area to conduct the event, if possible. You cannot market or hold events outside of your Territory without obtaining our prior approval. We will not approve, without first notifying the franchisee that has rights in that area, if there is one, and asking that franchisee to conduct the event. We may occasionally ask you to conduct an event outside of your Territory if there is no franchisee there or if the franchisee is unable to do so.

You must meet minimum performance standards. Beginning after the first 6 months of operation, you must conduct a minimum number of events based on the size of your Territory. The annual minimum performance standard is equal to the total number of Single-family households divided by 430. So, if your territory has 150,000 single-family households, your minimum performance standard is 348 annual events, or an average of 29 events each month. If you do not meet the minimum performance standards, it may result in the loss of your territorial rights. Alternatively, we may terminate your Franchise Agreement.

Except for the reasons stated above, there are no other circumstances that permit Franchisor to modify the Territory granted by the Franchise Agreement.

Except for the award of a second Territory that requires you to purchase a second GameTruck trailer, there are no options, rights of first refusal, or similar rights to acquire additional franchises awarded in connection with a franchise agreement or the setting of a Territory.

We will, on your behalf, establish and maintain a subdomain on our website for your territory. See Item 11. You do not have the right to solicit or accept requests from customers outside of your Territory, except as described above, whether through other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, or otherwise. You must abide by our on-line policy which is subject to change periodically.

We reserve all rights that we do not grant to you. For example, we reserve the right to use other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, to sell merchandise we may develop, either under the GameTruck name or other names, in your Territory. We do not have to pay any compensation to you for soliciting or accepting orders from inside your Territory utilizing these methods.

You will grant us administrator access, with the right to edit, change, modify or delete all social media accounts, blogs, electronic marketing, and other mobile or web based programs that you utilize in conjunction with your GameTruck Business. We may require you to remove any questionable usage or content included with such social media accounts and/or remove or change some material ourselves if we reasonably believe that the content may damage the goodwill associated with our marks or System.

As of the date this Franchise Disclosure Document was issued, we did not have any other franchises or company or affiliate owned vehicles that operate "GameTruck" branded video game trailers, laser tag and other group entertainment offerings under a different trademark, but we reserve the right to do so in the future.

ITEM 13: TRADEMARKS

We grant you the right to operate a GameTruck tow vehicle and trailer providing mobile parties and events under the name "GameTruck." You must also use other trademarks which we prescribe to identify your business and its services. By trademark, we mean trade names, trademarks, service marks and logos used to identify your business and its services.

You must follow the rules we enforce when you use these trademarks. You cannot use the “GameTruck” name or mark as part of a partnership or corporate name or with modifying words, designs or symbols. You may not use GameTruck’s trademarks in a manner not authorized by us in writing. In particular, you may not affix the trademarks to any vehicle that is not a part of your GameTruck business unless you receive GameTruck’s prior written approval.

Franchisor has registered the following Proprietary Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"). All required renewals and affidavits of continued use have been filed and accepted:

Following is a chart that presents registration information on our primary trademarks:

Registration Number	Description of Mark	Principal/ Supplemental Register	International Class	Registration Date
4553233	WE DELIVER EXCITEMENT	Principal	041	June 17, 2014
4170189	GAME TRUCK	Principal	041	July 10, 2012
87516681		Principal	041	October 22, 2018
87918432	GAMEPLEX	Principal	041	July 16, 2019
90284804	GAMETRUCK@HOME	Principal	041	October 28, 2020

All required renewals and affidavits of continued use have been filed and accepted:

Except for the registrations identified above, there are no other effective determinations of the PTO, of the Trademark Trial and Appeal Board, or of the trademark administrator of any state or court. Neither are there any pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks that are relevant to their use. Other than as described above, there are no agreements currently in effect that significantly limit our rights within the United States, to use, or license the use, of the above mentioned Marks in any manner material to the Franchise.

There are no agreements that limit our right to use or license the use of our trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the trademarks. We will defend you against a claim concerning your use of our trademarks if you are using them as required under the Franchise Agreement and if you cooperate in the defense of the claim. We will control any administrative proceedings or litigation involving the trademarks. You do not have the right to settle a claim without our consent.

You must also notify us immediately if you learn of a third party using our trademarks or similar ones. We will take the action we believe appropriate if a third party is infringing on our trademarks. You must also cooperate with us in any action we take against such a third party.

You must modify or discontinue the use of a trademark if we decide to do so. We will not reimburse you for your costs to do so. You must not contest our right to our trademarks, trade secrets or business techniques or our right to use them.

Except as described above, we do not know of any other infringing uses that could materially affect your use of the trademarks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

In conjunction with the settlement of the Games2U v. GameTruck Licensing, LLC matter, we agreed to dedicate the previously issued Patent No. 8029368 (which had been issued to us on October 4, 2011) "Method of Entertaining Using a Mobile Entertainment Environment" to the

public and to withdraw a pending patent application, Patent Application No. 13/232.133, “Method and Device for Entertaining Using A Mobile Entertainment Environment.”

We do not anticipate that the dedication of the ‘368 Patent to the public and withdrawal of the ‘133 Patent Application will impact your right to operate your GameTruck Trailer, laser tag equipment, or any other technology utilized in conjunction with the operation of your GameTruck Franchised Business. It may allow our competitors to utilize certain similar technology in competing with your Franchised Business.

Although we have not filed applications to register our copyrights for the Operations Manual and certain artistic designs and word combinations on our advertising and marketing materials, we claim a copyright in them.

Outside of our agreement to dedicate the ‘368 Patent, there are no current material determinations of the United States Patent and Trademark Office, the United States Copyright Office or a court regarding any patent or copyright owned by us or our affiliate. Except as described in Item 3, there is no material pending proceeding in the United States Patent and Trademark Office or any court concerning any such patent or copyright. In the unlikely event that GameTruck’s patent is declared invalid, it would not prevent you from operating the franchised business as described in this Disclosure Document.

You must notify us immediately when you learn about a challenge to your use of our patent or copyright. We will defend you against a claim concerning your use of our patent or copyright if you are using them as required under the Franchise Agreement and if you cooperate in the defense of the claim. We will control any administrative proceedings or litigation involving the trademarks. You do not have the right to settle a claim without our consent.

You must also notify us immediately if you learn of a third party using our patented methods or information or copyrighted materials. We will take the action we believe appropriate if a third party is infringing on our rights. You must also cooperate with us in any action we take against such a third party.

You must modify or discontinue the use of patented methods or information or copyrighted materials if we decide to do so. We will not reimburse you for your costs to do so. You must not contest our right to our patent or copyrights, or our right to use them.

Our right to use or license these items is not limited by any agreement or known infringing use.

Other types of confidential information or trade secrets which we may disclose to you include our scheduling methods, the web tools, and our software as well as other information in our Operations Manual.

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

We recommend that you participate personally in the direct operation of the franchised business, but do not require that you do so. If you do not participate in the direct operation of the franchised business, you must select an operating manager whom we approve, and the operating manager must complete the initial training program to our satisfaction. We do not require that the operating manager own any equity interest in the franchise. If your operating manager leaves, you must immediately secure the services of a replacement operating manager who completes initial training to our satisfaction and to whom we consent. We may require that your manager sign a form of confidentiality and non-competition agreement.

Spouses or domestic partner(s) or domestic partner(s) of the franchisee must sign a spousal consent acknowledging that obligations under the franchise agreement are binding upon the marital community even if the spouse or domestic partner is not involved in the operation of the franchise business. This requirement places the personal and marital assets of the franchisee and spouse or domestic partner(s) or domestic partner(s) at risk.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer only our authorized mobile video party and event services. You must offer all the services and goods we require.

You may only offer games that we authorize. You are not permitted to offer any games that we determine are offensive or obscene. When a new game that we approve is launched, you must purchase that game as well as any game refreshes that we periodically require. If we notify you that we no longer approve a particular game, you must immediately stop using that game.

You are expected to provide event services Monday through Thursday from 9:00 a.m. to 10:00 p.m. and Friday through Sunday from 9:00 a.m. to 11:00 p.m. (not including travel time to and from events).

You may be required to maintain specific online-access accounts for yourself as well as for each of your GameCoaches and you may be required to participate in interactive gaming sessions with other franchisees and with us. If we decide to institute a new capability, including new game consoles or other group entertainment services, (i.e., Xbox, Nintendo, or Playstation4) you will be required to subscribe to such service upon 60 days' notice.

You cannot market or hold events outside of your Territory without obtaining our prior approval. We will not approve without first notifying the franchisee that has rights in that area, if there is one, and asking that franchisee to conduct the event. We may occasionally ask you to conduct an event outside of your Territory if there is no franchisee there or if the franchisee is unable to do so. If you receive a request for an event outside of your Territory, you must promptly notify us. We will schedule a franchisee within that area to conduct the event, if possible.

We also have the right to change the types of authorized goods and services that you must offer, and there are no limits on our right to do so.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Or Other Agreement	Summary
a. Length of the franchise term	Section 1.C(1)	10 years
b. Renewal or extension of the term	Section 1.C(2)	You have the option to renew for two additional consecutive terms of 5 years, subject to certain conditions

Provision	Section in Franchise Or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 1.C(2)	You must sign new Franchise Agreement, successfully complete re-training; sign a release, pay a renewal fee; fulfill all of your obligations and not have received 3 or more default notices in 24 months; refurbish or replace your tow vehicle or trailer; reason for termination must not exist and we must not have decided to withdraw from your market. You may be asked to sign an agreement with materially different terms and conditions than your original contract.
d. Termination by franchisee	Section 14	You may not terminate the Franchise Agreement for any reason without our advanced written permission, which we have the right to grant or deny for any reason or no reason.
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Section 14	GameTruck can terminate only if you default or if the events described in (g) and (h) occur.
g. "Cause" defined – curable defaults	Section 14.B	You have 5 days to cure nonpayment, and 30 days to cure other type of noncompliance.
h. "Cause" defined – non-curable defaults	Section 14.A	Noncurable defaults: insolvency or bankruptcy; abandonment; your material misrepresentation to GameTruck; conviction of or a no contest plea to a felony or other crime; conduct which reflects unfavorably on GameTruck or the GameTruck system; unauthorized transfer; termination of any other agreement with us because of your breach; your unauthorized use of trademarks or trade secrets; repeated failure to comply with franchise requirements (three or more times during term); seizure or execution of levy by government official or lienholder; intentional failure to report money collected; you offer unauthorized games or other content including pornography or adult games; your right to operate under any license or permit is suspended, terminated or interrupted; a judgment of $5,000 or more is

Provision	Section in Franchise Or Other Agreement	Summary
		unsatisfied for over 30 days; we determine your operation is a danger to public health or safety; you become a specially designated national or blocked person.
i. Franchisee's obligations on termination/nonrenewal	Section 15	Pay all amounts due; pay immediately and in full the minimum royalty and technology fee for all remaining weeks of the franchise agreement; sell any assets used in the operation of the franchised business, if we so request, including your GameTruck trailers, tow vehicles and any other equipment or supplies; return or destroy all items bearing our trademarks; refrain from engaging in a competing business for two years; refrain from inducing or encouraging GameTruck personnel to leave the GameTruck business (franchisee, franchisor or affiliate owned); discontinue use of trademarks and the GameTruck system; return the Operations Manual, all marketing materials, confidential materials, other materials containing the trademarks, and customer lists and contact information; stop use of and assign your telephone and facsimile numbers, email addresses, home pages, subdomain names, web sites and the like as we direct; refrain from soliciting customers and deliver lists of all customer information and data; cancel all assumed name registrations involving use of our trademarks; refrain from making disparaging remarks about us or the system; de-identity your tow vehicle and trailer (including repainting and removal of GameTruck graphic wrap) so that it does not indicate a connection with GameTruck or GameTruck's promotional affiliates; comply with any other requirements in the Operations Manual.
j. Assignment of contract by franchisor	Section 16.A	No restrictions on GameTruck's right to assign.
k. "Transfer" by – franchisee defined	Section 16.B(2)	Includes voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage,

Provision	Section in Franchise Or Other Agreement	Summary
		pledge or other transfer of interest in the Franchise Agreement or the franchised business or more than 25% of ownership of the franchisee, if an entity.
l. Franchisor approval of transfer by franchisee	Section 16.B(1)	You may not transfer the Franchise Agreement without our consent and without meeting certain conditions.
m. Conditions for franchisor approval of transfer	Section 16.B(3)	Conditions include: you must be in good standing under the Franchise Agreement and any other agreement with us or our affiliate; transferee must qualify and successfully complete training; transferee must have all necessary licenses; transferee must sign then-current agreement; owners of transferee must guarantee; you must pay a transfer fee; you must sign a general release; you must reimburse GameTruck for its expenses; transferee cannot be a specially designated national or blocked person.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.C	GameTruck or its nominee can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 15.B	On expiration or termination, we or our nominee may acquire the assets of your business.
p. Death or disability of franchisee	Section 16.D	We will consent to a transfer to your survivor upon satisfaction of the following conditions: successor must qualify; you must be in good standing under the Franchise Agreement and any other agreement with us or our affiliate; successor must demonstrate he or she is legally entitled to your rights and successor obtains consents required from authorities. You must do this or transfer to another qualified transferee within 180 days of the death or disability of the franchisee or its principal owner.
q. Non-competition covenants during the term of the franchise	Sections 13.A(1) and 13B	You agree not to engage in a business or activity that will conflict with your obligations under the Franchise Agreement, and you agree not to engage in a similar or competing business. You also agree not to solicit any GameTruck employees to leave GameTruck businesses (either franchisor or

Provision	Section in Franchise Or Other Agreement	Summary
		franchisee-owned) (subject to applicable state law).
r. Non-competition covenants after the franchise is terminated or expires	Sections 13.A(2) and 13.B	You agree not to be involved in a similar or competing business for a period of two years following the termination of the Franchise Agreement, unless a court of competent jurisdiction determines that that period is unenforceable under applicable law because it is too long, in which case the Non-Competition Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: 18 months, 12 months, 6 months, 4 months, or 3 months following the termination or expiration of the Franchise Agreement. You also agree not to solicit any GameTruck employees to leave GameTruck businesses (either franchisor or franchisee-owned) (subject to applicable state law).
s. Modification of the agreement	Section 18.I	No modifications generally unless signed by both parties, but Operations Manual subject to change.
t. Integration/merger clause	Section 18.I	Only the terms of the Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim anything contained in this Disclosure Document. Any representation or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 18.J	Except for certain claims, all disputes must be mediated and if not resolved, arbitrated
v. Choice of forum	Section 18.J	Subject to state law, mediation and arbitration must take place in Phoenix, Arizona (subject to applicable state law).
w. Choice of law	Section 18.J(1)	Subject to state law, Delaware law applies (subject to applicable state law).

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote the GameTruck franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Attn: Brandon Wiele, Chief Operations Officer, GAMETRUCK LICENSING, LLC, 315 W. Elliot Rd. #107-619, Tempe, AZ 85284, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System wide Outlet Summary
For Years 2021 to 2023

Outlet Type	Year	Start of the Year	Outlets at End of the Year	Net Change
Franchised	2021	54	52	-2
	2022	52	47	-5
	2023	47	47	0
Affiliate-Owned	2021	4	2	-2
	2022	2	2	0
	2023	2	3	+1
Total Outlets	2021	58	54	-4
	2022	54	49	-5
	2023	49	50	+1

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2021	1
	2022	0
	2023	0
Total	2021	1
	2022	0
	2023	0

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of Year
Alabama	2021	1	0	0	1	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Arizona	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
California	2021	9	0	0	0	0	0	9
	2022	9	0	0	1	0	0	8
	2023	8	0	0	0	0	1	7

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of Year
Colorado	2021	2	0	1	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
Florida	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Georgia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Illinois	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Indiana	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	1	0	0	0	0	1
Iowa	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Nebraska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021	4	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
New York	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
North Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of Year
Pennsylvania	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Tennessee	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2021	10	0	0	0	0	0	10
	2022	10	0	1	0	0	0	9
	2023	9	1	0	0	0	0	10
Virginia	2021	3	1	0	0	0	1	3
	2022	3	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Washington	2021	1	0	0		0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total	2021	54	1	1	1	0	2	52
	2022	52	0	3	1	0	0	47
	2023	47	2	0	0	1	1	47

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of Year
Arizona	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Colorado	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
Oregon	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Virginia	2021	2	0	0	1	1	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	4	0	0	1	1	2
	2022	2	0	0	0	0	2
	2023	2	0	1	0	0	3

Table No. 5
Projected Openings for 2024
as of December 31, 2023

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In Next Fiscal Year1	Projected New Company Owned Outlet in the Current Fiscal Year
Arizona	0	0	0
Colorado	0	0	0
New Jersey	0	0	0
Florida	0	0	0
Indiana	0	0	0
Total	0	0	0

A list of franchisees as of December 31, 2023 is attached to this Franchise Disclosure Document as Exhibit G. Exhibit G also lists those franchisees who have had an outlet terminated, canceled, not renewed or otherwise ceased to do business under the Franchise Agreement or who have not communicated with us within 10 weeks of the issuance date of this Franchise Disclosure Document.

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

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

We have not created, sponsored or endorsed a trademark-specific franchisee association. No trademark-specific franchisee organization has made a request to be included in this Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Attached as Exhibit B to this Disclosure Document are GameTruck Licensing, LLC's audited financial statements as of December 31, 2021, December 31, 2022, and December 31, 2023 and unaudited financials statements through April 2024.

ITEM 22: CONTRACTS

The following contracts are attached to this Disclosure Document

EXHIBIT	AGREEMENT
EXHIBIT C	Franchise Agreement
Exhibit 2 to Franchise Agreement	Spousal Consent
Exhibit 4 To Franchise Agreement -	Guarantee and Assumption of Franchisee's Obligations
EXHIBIT E	General Release

ITEM 23: RECEIPTS

Exhibit J includes Receipts acknowledging that you received this Disclosure Document. Please return one Receipt to GameTruck Licensing, LLC and retain the other for your records. If you are missing these Receipts, please contact us at this address or telephone number:

GameTruck Licensing, LLC
315 W. Elliot Rd. #107-619
Tempe, AZ 85284
Brandon Wiele
(480) 269-7040

EXHIBIT A
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Our agent for service of process in the State of Arizona is: National Registered Agents
2390 E. Camelback Road
Phoenix, Arizona 85016

List of State Administrators

CALIFORNIA:
Department of Financial Protection
and Innovation
1-866-275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento
2101 Arena Blvd.
Sacramento, CA 95834
(916) 327-7585

San Diego
1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 610-2093

San Francisco
One Sansome Street, Ste 600
San Francisco, CA 94104
(415) 972-8565

HAWAII:
Commissioner of Securities
Department of Commerce and
Consumer Affairs, Business Registration
Division, Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS:
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA:
Securities Commissioner
Securities Division, Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

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

MICHIGAN:
Kathryn Barron
Franchise Administrator Antitrust
and Franchise Unit, Consumer Protection
Division,
Department of Attorney General
670 Law Building
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA:
Commissioner
Department of Commerce
85 7th Place East, Suite #280
St. Paul, MN 55101
(651) 539-1600

NEW YORK:
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

NORTH DAKOTA:
North Dakota Securities Department
State Capitol, 14th Floor Dept. 414
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

RHODE ISLAND:
Department of Business Regulation
Securities Division
Bldg. 69, First Floor
John O. Pasture Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9585

SOUTH DAKOTA:
Franchise Administrator
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501
605-773-3563

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

WASHINGTON:
Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN:
Division of Securities
Bureau of Regulation & Enforcement
Department of Financial Institutions,
4th Floor
345 W. Washington Avenue
Madison, WI 53703

List of Agents for Service of Process

ARIZONA
Joshua Becker
Gallagher & Kennedy Service Corporation
2575 E. Camelback Road, Suite 1100
Phoenix, Arizona 85016

CALIFORNIA
Commissioner of Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95814

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

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

INDIANA
Securities Commissioner
Indiana Secretary of State
201 State House
Indianapolis, IN 46204

MARYLAND
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
410.576.6360

MICHIGAN
Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

MINNESOTA
Minnesota Commissioner of Commerce
85 7th Place East, Suite #280
St. Paul, MN 55101
651-539-1600

NEW YORK
Secretary of State
99 Washington Avenue
Albany, NY 11231

NORTH DAKOTA
Securities Commissioner of North Dakota
State Capitol, 14th Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, ND 58505

OREGON
Director of the Department of Consumer and Business Services
350 Winter Street NE, Room 410
Salem, OR 97301-3881

RHODE ISLAND
Director of Department of Business Regulation
Securities Division
John O. Pastore Center, Bldg. 69, 1st Floor
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9585

SOUTH DAKOTA
Director
Director, Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501
605-773-3563

VIRGINIA
Clerk, Virginia State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219
(804) 371.9733

WASHINGTON
Director, Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501

WISCONSIN
Wisconsin Commissioner of Securities
Department of Financial Institutions, 4th Floor
345 W. Washington Avenue
Madison, WI 53703

EXHIBIT B
FINANCIAL STATEMENTS

REESE
CPA LLC

Game Truck Licensing, LLC
Tempe, Arizona

Ladies and Gentlemen,

REESE CPA, LLC hereby consents to the use in the Franchise Disclosure Document issued by Game Truck Licensing, LLC ("Franchisor") on May 20, 2024, as it may be amended, of our report dated April 5, 2024, relating to the financial statements of Franchisor as of December 31, 2023, and December 31, 2022.

Sincerely,

Reese CPA LLC

REESE CPA, LLC
Ft. Collins, Colorado

2580 East Harmony Road Ste 301-10 • Ft. Collins • CO • 80528
Office: (303) 999-6485

GAME TRUCK LICENSING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2023 and 2022

GAME TRUCK LICENSING, LLC

TABLE OF CONTENTS

	Page
Independent Auditor's Report	3
Balance Sheets	5
Statements of Operations	6
Statements of Changes in Members' Equity (Deficit)	7
Statements of Cash Flows	8
Notes to Financial Statements	10

Independent Auditor's Report

To the Members
Game Truck Licensing, LLC
Tempe, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Game Truck Licensing, LLC which comprise the balance sheets as of December 31, 2023, and 2022 and the related statements of operations, changes in members' equity and cash flows for the years ended December 31, 2023, 2022 and 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Game Truck Licensing LLC as of December 31, 2023, and 2022 and the results of its operations and its cash flows for the years ended December 31, 2023, 2022 and 2021 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Game Truck Licensing, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Reese CPA LLC

Ft. Collins, Colorado
April 5, 2024

GAME TRUCK LICENSING LLC
BALANCE SHEETS

	AS OF DECEMBER 31, 2023	AS OF DECEMBER 31, 2022
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 306,415	$ 164,517
Accounts receivable, net	145,018	117,697
Notes receivable, current	6,077	2,609
Inventory, marketing materials	1,607	5,000
Franchise acquisition costs, current	3,963	2,870
Deferred experiential marketing costs	293,628	207,402
Prepaid expense	101,808	139,220
TOTAL CURRENT ASSETS	858,516	639,315
NON-CURRENT ASSETS		
Property and equipment, net	88,980	10,636
Intangible assets, net	47,050	47,050
Due from affiliates	136,297	-
Franchise acquisition costs, long-term	11,531	4,660
Other assets	1,106	1,106
TOTAL ASSETS	$ 1,143,480	$ 702,767
LIABILITIES AND MEMBERS' EQUITY (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 57,221	$ 32,562
Deferred experiential marketing revenue	608,310	277,461
Current portion of long-term debt	22,200	12,512
Current portion non-refundable deferred franchise fees	17,983	19,960
TOTAL CURRENT LIABILITIES	705,714	342,495
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	560,634	513,189
Non-refundable deferred franchise fees, net of current portion	34,340	27,803
Deferred rent expense	3,307	5,584
TOTAL LIABILITIES	1,303,995	889,071
MEMBERS' EQUITY (DEFICIT)	(160,515)	(186,304)
TOTAL LIABILITIES AND MEMBERS' EQUITY (DEFICIT)	$ 1,143,480	$ 702,767

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

GAME TRUCK LICENSING LLC
STATEMENTS OF OPERATIONS

	FOR THE YEARS ENDED DECEMBER 31,		
	2023	**2022**	**2021**
REVENUES			
Franchise fees	$ 77,276	$ 26,553	$ 35,635
Royalty fees	817,988	858,800	835,990
Experiential marketing	1,098,538	483,883	167,833
Marketing revenue	124,477	127,029	127,738
Other revenue	377,592	283,104	232,688
TOTAL REVENUES	2,495,871	1,779,369	1,399,884
COST OF GOODS AND SERVICES SOLD	855,538	462,056	133,509
GROSS PROFIT	1,640,333	1,317,313	1,266,375
OPERATING EXPENSES			
Payroll and related costs	1,021,270	885,985	598,259
Franchise development costs	121,494	60,652	60,084
General and administrative	378,857	282,940	230,363
Depreciation and amortization	17,157	2,733	2,155
TOTAL OPERATING EXPENSES	1,538,778	1,232,310	890,861
OPERATING INCOME	101,555	85,003	375,514
OTHER INCOME (EXPENSES)			
Other income, net	30,862	22,583	331,245
Interest income	9,914	21,351	35,009
Interest expense	(22,862)	(18,788)	(10,619)
TOTAL OTHER INCOME (EXPENSE)	17,914	25,146	355,635
NET INCOME	$ 119,469	$ 110,149	$ 731,149

The accompanying notes are an integral part of these financial statements

GAME TRUCK LICENSING LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

`	Members' Contributions	Redemption Members' Interest	Undistributed Earnings	Total Members' Equity
BALANCE, DECEMBER 31, 2020	**$ 647,684**	**$ (770,354)**	**$ 397,435**	**$ 274,765**
Distributions to members	-	-	(723,936)	(723,936)
Net income	-	-	731,149	731,149
BALANCE, DECEMBER 31, 2021	**647,684**	**(770,354)**	**404,648**	**281,978**
Distributions to members	(1,091,783)	770,354	(257,002)	(578,431)
Net income	-	-	110,149	110,149
BALANCE, DECEMBER 31, 2022	**(444,099)**	**-**	**257,795**	**(186,304)**
Distributions to members	33,304		(126,984)	(93,680)
Net income	-	-	119,469	119,469
BALANCE, DECEMBER 31, 2023	**$ (410,795)**	**$ -**	**$ 250,280**	**$ (160,515)**

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

GAME TRUCK LICENSING LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31,		
	2023	**2022**	**2021**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 119,469	$ 110,149	$ 731,149
Adjustments to reconcile net income to net cash provided by operating activities:			
Recognition of non-refundable franchise fees	(77,276)	(19,053)	(18,885)
Recognition of deferred franchise acquisition costs	2,961	3,005	2,870
Depreciation and amortization	17,157	2,733	2,155
Interest income		-	-
Interest accrued on long-term debt	-	18,750	
Write down of accounts receivable	-	-	30,541
(Gain) Loss on sale of assets	-	(1,543)	10,213
Change in assets and liabilities:			
Accounts receivable	(27,321)	(3,029)	(68,237)
Inventory, marketing materials	3,393	3,422	1,007
Prepaid expenses	(48,814)	(218,570)	(50,059)
Notes receivable	(3,468)	30,852	39,339
Franchise acquisition costs	(10,925)	-	-
Other assets	-	-	-
Accounts payable	24,659	(38,398)	11,652
Deferred experiential marketing revenue	330,849	251,834	14,377
Non-refundable deferred franchise fees	81,836	14,000	10,000
Deferred rent expense	(2,277)	(4,089)	(3,010)
Net cash provided by operating activities	410,243	150,063	713,112
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of property and equipment	(21,479)	(5,000)	(36,528)
Proceeds from sale of equipment	-	15,000	130,000
Net cash provided (used) by investing activities	(21,479)	10,000	93,472
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from long term debt	-	-	359,432
Repayments of long-term debt	(16,889)	(2,481)	(239,967)
Due from affiliate	(136,297)	39,248	(261,103)
Distribution of related party balances to members	-	(321,429)	-
Distributions to members	(93,680)	(257,002)	(249,779)
Net cash (used) by financing activities	(246,866)	(541,664)	(391,417)
NET INCREASE (DECREASE) IN CASH	141,898	(381,601)	415,167
CASH, beginning of year	164,517	546,118	130,951
CASH, end of year	$ 306,415	$ 164,517	$ 546,118

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

GAME TRUCK LICENSING LLC
STATEMENTS OF CASH FLOWS (CONTINUED)

	FOR THE YEARS ENDED DECEMBER 31,		
	2023	**2022**	**2021**
SUPPLEMENTAL DISCLOSURES			
Cash paid for interest	$ 33,850	$ 2,481	$ 10,619
Cash paid for taxes	$ -	$ -	$ -
SCHEDULE OF NON-CASH ACTIVITIES			
OPERATING ACTIVITIES			
Collection of amounts due from related party by distribution to members			$ 474,157
INVESTING ACTIVITIES			
Purchase of equipment	$ (74,022)	$ -	$ -
FINANCING ACTIVITIES			
Issuance of notes payable in exchange for equipment purchased	$ 74,022		
Reacquired member interest distributed to members	$ -	$ 770,354	$ -
Reacquired member interest distributed to members	$ -	$ (770,354)	$ -
Amounts due from related party distributed to members	$ -	$ -	$ (474,157)

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

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

Game Truck Licensing, LLC ("Company") is a Delaware limited liability company with its home office in Tempe, Arizona. The Company was formed on February 15, 2008 (Inception).

The Company offers franchises for the right to operate a "Game Truck" mobile video game theatre, including a specially equipped trailer and graphic wrapped tow vehicle, providing video entertainment for parties and other events within a certain geographic area.

The Company does not operate a mobile video game theatre but an affiliate, The Game Truck, LLC ("Affiliate"), operates three (3) mobile video game theaters under the Game Truck name in Portland, Oregon and Denver, Colorado. The Company does not currently conduct business activities other than franchising businesses that conduct mobile video game theatre services.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

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

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with original maturities of three months or less at the date of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2023, and 2022.

Accounts Receivable

Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized subsequent to invoicing. Management evaluates individual customers' receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company recorded an allowance for uncollectible accounts of $0 and $0 at December 31, 2023, and 2022, respectively. Bad debt expense was $0, $0, and $30,541 for the years ended December 31, 2023, 2022 and 2021, respectively. Amounts written off were $0, $0, and $90,044, for the years ended December 31, 2023, 2022 and 2021, respectively.

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

Prepaid Expenses

Prepaid expenses consist of amounts for Cares Act Employee Retention Tax Credit benefits, prepaid advertising, and insurance. These amounts will be charged to expense as the services are received or the coverage period passes.

Notes Receivable

Notes receivable (notes) consist of amounts promissory notes issued by franchisees in exchange for unpaid past due accounts receivable or for the purchase of completed gaming trailers or other purposes related to the conduct of the franchise business. The notes are generally payable by the franchisee in monthly installments with interest at 9%. Notes are generally collateralized by completed gaming trailers. The total amount of notes outstanding classified as notes receivable was $6,077 and $10,609 at December 31, 2023, and 2022, respectively. The allowance for uncollectible notes receivable was $0 and $8,000 as of December 31, 2023, and 2022.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally five to seven years).

Intangible Assets

The Company has established intangible assets for the cost of domain name acquisition.

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

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

Other Assets

Other assets consist primarily of security deposits.

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

Revenue Recognition

Non-refundable Deferred Franchise Fee Revenue and Deferred Franchise Costs

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees. Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a franchisee purchases a Game Truck franchise, the Company grants the franchisee the rights to operate in a designated area and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("the license"). Revenues related to the license are continuing royalties that are 7.0% of total gross revenues, subject to minimums in the franchise agreement. These revenues are used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement. The royalties are billed monthly and are recognized as revenue when earned.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory and license rights. These primarily include training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred non-refundable revenue and recognized as revenue over the term of the contract which is currently 10 years from the date the franchisee opens the franchise business to the public. Incremental costs of obtaining a franchise agreement with a franchisee related to unsatisfied performance obligations will be recorded as a franchise acquisition asset and are recognized as cost of sales over the same term as the related performance obligation which is currently 10 years.

Vehicle Sales and Costs of Sales

As part of the Franchise Agreement the Company has the obligation to build and provide, and the franchisee has the obligation to purchase, a fully equipped Game Truck trailer and properly wrapped tow vehicle. The revenues and costs related to completed trailers are shown separately on the accompanying income statement. Initial fees collected by the Company for these sales, as well as the costs expended for trailers that are still under construction and not completed as of the balance sheet date are recorded as deferred revenue and deferred costs on the accompanying financial statements.

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

Experiential Marketing

Revenue from experiential marketing is recognized as revenue with the goods have been delivered, service has been provided or event has occurred. Incremental costs related to the provision of experiential marketing is recognized along with the associated revenue. Revenue received and associated cost incurred that have not been earned are recorded as deferred experiential marketing revenue and deferred experiential marketing costs.

Global Advertising

The Company collects a royalty equal to 2% of franchisee sales, subject to minimums in the franchise agreement. to be expended by the Company to purchase advertising to benefit franchisees. The Company is not required and does not segregate those funds into a separate account. A summary of the Company's Global Advertising activity that is shown, net, in the general and administrative caption in the attached Statements of Operations is as follows:

	2023	2022	2021
Global advertising royalties	$ 117,011	$ 122,841	$ 119,583
Global advertising costs	279,174	264,654	182,163

Advertising

The Company expenses advertising costs as incurred. Advertising costs expensed were $6,683, $9,068, and $3,293 for the years ended December 31, 2023, 2022 and 2021, respectively.

Income Taxes

The Company has elected to be treated as partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its members and no provision for federal or state income taxes has been recorded in the accompanying balance sheet.

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

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax periods ending December 31, 2023, 2022 and 2021 for U.S. Federal Income Tax and for the State of Arizona Income Tax, the tax years which remain subject to examination by major tax jurisdictions as of December 31, 2023.

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

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and franchisee receivables. The Company places its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees. The Company's ability to collect the amounts due from franchisees is affected by fluctuations in the economy and the operations of the franchisees.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

Recently issued accounting pronouncements

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

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recognized an asset for the incremental costs and recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31, 2023	December 31, 2022
Franchise Acquisition Costs:		
Balance Beginning of year	$ 7,530	$ 10,535
Deferral of franchise acquisition costs	10,925	-
Recognition of franchise acquisition costs	(2,961)	(3,005)
Balance at End of Year	$ 15,494	
Deferred Non-refundable Franchise Fees:		
Balance Beginning of year	$ 47,763	$ 52,816
Deferral of non-refundable franchise fees	81,836	14,000
Recognition of non-refundable franchise fees	(77,276)	(19,053)
Balance at End of Year	$ 52,323	$ 47,763
Experiential Marketing Costs:		
Balance Beginning of year	$ 207,402	$ -
Deferral of experiential marketing costs	634,235	463,085
Recognition of experiential marketing costs	(548,009)	(255,683)
Balance at End of Year	$ 293,628	$ 207,402
Deferred Experiential Marketing Revenue:		
Balance Beginning of year	$ 277,461	$ 25,627
Deferral of experiential marketing revenue	1,556,059	831,913
Recognition of experiential marketing revenue	(1,225,210)	(580,079)
Balance at End of Year	$ 608,310	$ 277,461

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees is as follows:

	Years Ended December 31, 2023	2022	2021
Performance obligations satisfied at a point in time	$ 2,477,772	$ 1,760,316	$ 1,380,999
Performance obligations satisfied through the passage of time	18,099	19,053	18,885
Total revenues	$ 2,495,871	$ 1,779,369	$ 1,399,884

NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

Estimated Recognition of Non-refundable Deferred Franchise Fees

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2023, is as follows:

	Franchise Acquisition Costs	Non-refundable Franchise Fees
Year ending December 31:		
2024	$ 3,963	$ 17,983
2025	2,883	13,660
2026	1,184	7,384
2027	1,093	4,754
2028	1,093	2,488
Thereafter	5,278	6,054
	$ 15,494	$ 52,323

NOTE 3 - PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	2023	2022
Office equipment	$ 60,626	$ 59,225
Transportation equipment	94,100	-
	154,726	59,225
Less accumulated depreciation	(65,746)	(48,589)
	$ 88,980	$ 10,636

Depreciation expense was $17,157, $2,733, and $2,155 for the years ended December 31, 2023, 2022 and 2021, respectively. All property and equipment are pledged as collateral for the Company's long-term debt with the SBA.

NOTE 4 – INTANGIBLE ASSETS

Intangible assets consist of the following at December 31:

	2023	2022
Domain name	$ 92,000	$ 92,000
Less accumulated amortization	(44,950)	(44,950)
	$ 47,050	$ 47,050

Amortization expense was $0, $0, and $0 for the years ended December 31, 2023, 2022 and 2021, respectively.

NOTE 5 – REVOLVING LINES OF CREDIT

The Company has revolving lines of credit with two banks. The face amount of the first line of credit is $100,000. Interest on this line of credit is the prime interest rate plus 3.8% (currently 9.8%) and can be renewed annually upon approval by the bank. The face amount of the second line of credit is $12,500. Interest on this line of credit is 11.8% and can be renewed annually upon approval by the bank The balance owned on the revolving lines of credit at December 31, 2023, and 2022 was $0 and $0, respectively.

NOTE 6 – LONG TERM DEBT

The following is a summary of long-term debt at December 31:

	2023	2022
EIDL SBA Loan dated May 28, 2020. Face amount $500,000. Payable in 336 monthly installments of $2,481 beginning 24 months from the date of the loan including interest at 3.75%. Collateralized by assets of the Company.	$ 514,679	$ 525,701
Equipment loan with a bank, dated May 10, 2023. Face amount $50,017. Payable in 72 monthly installments of $905 including interest at 8.99%. Collateralized by purchased equipment.	46,403	-
Equipment loan with a bank, dated May 8, 2023. Face amount $24,005. Payable in 60 monthly installments of $491 including interest at 8.24%. Collateralized by purchased equipment.	21,752	-
	582,834	525,701
Less current maturities	(22,200)	(12,512)
	$ 560,634	$ 513,189

The maturities of the long-term debt are as follows:

Year ending December 31:	
2024	$ 22,200
2025	24,879
2026	24,912
2027	26,563
2028	24,770
Thereafter	459,510
	$ 582,834

Interest expense on the long-term debt was $22,656, $18,750, and $10,619 for the years ended December 31, 2023, 2022 and 2021, respectively.

NOTE 7 – MEMBERS' EQUITY

During 2022, the Company reclassified the Reacquired Member Interest to the member equity account of the majority member in the amount of $770,354.

NOTE 8 – TRANSACTIONS WITH AFFILIATE

The Company's affiliate assumed the operation of two essential franchises from franchisees. The Company is working to recover and extend operations in these territories. In addition, the Company has made operational advances to a separate related party. In connection with those activities the company has advanced operational funds totaling $136,297 and $0 at December 31, 2023, and 2022. During 2022 the Company distributed $137,885 of advances to the essential franchise to the Company's members. During 2022 and 2021, the Company distributed $183,544, and $474,157 of advances to the separate related entity to the Company's members.

NOTE 9 – COVID-19 RELIEF

During 2021 the Company borrowed $185,776 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. That borrowing has been forgiven in full by the SBA. The Company has also been granted relief under the Cares Act Employee Retention Tax Credit for 2021 in the amount of $115,682. These amounts are reported as other income in the accompanying Statement of Operations for the year ended December 31, 2021.

NOTE 10 - RENT EXPENSE AND OPERATING LEASE

In September 2021, the Company executed a non-cancelable operating lease for office space, which was effective November 1, 2020, and expires on May 31, 2024. The required monthly payments range from $3,318 to $3,870 over the term of the lease.

In response to COVID-19 the Company has moved to a remote office concept and has entered into a sub-lease agreement effective from October 1, 2021, through October 16, 2022, including a renewal option from October 17, 2022, through May 31, 2024. The required monthly payments due from the sub-lessee range from $2,765 to $2,986 over the initial and renewal terms.

Rent expense recorded by the Company was $12,374, $12,449, and $8,237 for the years ended December 31, 2023, 2022 and 2021, respectively. Rent expense decreased in 2023, 2022 and 2021 compared to pre-COVID-19 costs as a result of COVID-19 relief granted by the Company's landlord and the sub-lease income credited to rent expense totaling approximately $40,200, $38,900, and $39,200 for the years ended December 31, 2023, 2022, and 2021, respectively.

In accordance with ASC Section 840 – Leases, the lease is being recognized to expense using the straight-line method over the lease term. This resulted in a difference between the rent paid and the rent expense recognized that creates deferred rent of $3,307, and $5,584 at December 31, 2023, and 2022, respectively, as reported in the Other Liabilities caption in the attached balance sheets.

Future minimum payments under the non-cancelable operating lease, net of the sub-rental are as follows:

Year ending December 31:	
2024	$ 19,352

NOTE 11 - COMMITMENTS AND CONTINGENCIES

Litigation:

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

NOTE 12 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through April 5, 2024, the date on which the financial statements were available to be issued.

REESE
CPA LLC

Game Truck Licensing, LLC
Tempe, Arizona

Ladies and Gentlemen,

REESE CPA, LLC hereby consents to the use in the Franchise Disclosure Document issued by Game Truck Licensing, LLC ("Franchisor") on May 16, 2023, as it may be amended, of our report dated February 16, 2023, relating to the financial statements of Franchisor as of December 31, 2022, and December 31, 2021.

Sincerely,

Reese CPA LLC

REESE CPA, LLC
Ft. Collins, Colorado

2580 East Harmony Road Ste 301-10 • Ft. Collins • CO • 80528
Office: (303) 999-6485

GAME TRUCK LICENSING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2022 and 2021

GAME TRUCK LICENSING, LLC

TABLE OF CONTENTS

	Page
Independent Auditor's Report	3
Balance Sheets	5
Statements of Operations	6
Statements of Changes in Members' Equity (Deficit)	7
Statements of Cash Flows	8
Notes to Financial Statements	10

Independent Auditor's Report

To the Members
Game Truck Licensing, LLC
Tempe, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Game Truck Licensing, LLC which comprise the balance sheets as of December 31, 2022, and 2021 and the related statements of operations, changes in members' equity and cash flows for the years ended December 31, 2022, 2021 and 2020, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Game Truck Licensing LLC as of December 31, 2022, and 2021 and the results of its operations and its cash flows for the years ended December 31, 2022, 2021 and 2020 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Game Truck Licensing, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Reese CPA LLC

Ft. Collins, Colorado
February 16, 2023

GAME TRUCK LICENSING LLC
BALANCE SHEETS

	AS OF DECEMBER 31, 2022	AS OF DECEMBER 31, 2021
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 164,517	$ 546,118
Accounts receivable, net	117,697	114,668
Notes receivable, current	2,609	11,172
Inventory, marketing materials	5,000	8,422
Franchise acquisition costs, current	2,870	3,005
Deferred experiential marketing costs	207,402	
Prepaid expense	139,220	128,052
TOTAL CURRENT ASSETS	639,315	811,437
NON-CURRENT ASSETS		
Notes receivable, long-term	-	22,289
Property and equipment, net	10,636	21,826
Intangible assets, net	47,050	47,050
Due from affiliates	-	39,248
Franchise acquisition costs, long-term	4,660	7,530
Other assets	1,106	1,106
TOTAL ASSETS	$ 702,767	$ 950,486
LIABILITIES AND MEMBERS' EQUITY (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 32,562	$ 70,960
Deferred experiential marketing revenue	277,461	25,627
Current portion of long-term debt	12,512	5,242
Current portion non-refundable deferred franchise fees	19,960	17,386
TOTAL CURRENT LIABILITIES	342,495	119,215
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	513,189	504,190
Non-refundable deferred franchise fees, net of current portion	27,803	35,430
Deferred rent expense	5,584	9,673
TOTAL LIABILITIES	889,071	668,508
MEMBERS' EQUITY (DEFICIT)	(186,304)	281,978
TOTAL LIABILITIES AND MEMBERS' EQUITY (DEFICIT)	$ 702,767	$ 950,486

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

GAME TRUCK LICENSING LLC
STATEMENTS OF OPERATIONS

	FOR THE YEARS ENDED DECEMBER 31,		
	2022	**2021**	**2020**
REVENUES			
Franchise fees	$ 26,553	$ 35,635	$ 51,696
Royalty fees	858,800	835,990	496,821
Experiential marketing	483,883	167,833	576,375
Marketing revenue	127,029	127,738	67,589
Other revenue	283,104	232,688	241,866
TOTAL REVENUES	1,779,369	1,399,884	1,434,347
COST OF GOODS AND SERVICES SOLD	462,056	133,509	392,297
GROSS PROFIT	1,317,313	1,266,375	1,042,050
OPERATING EXPENSES			
Payroll and related costs	885,985	598,259	630,061
Franchise development costs	60,652	60,084	72,101
General and administrative	282,940	230,363	318,865
Depreciation and amortization	2,733	2,155	1,926
TOTAL OPERATING EXPENSES	1,232,310	890,861	1,022,953
OPERATING INCOME	85,003	375,514	19,097
OTHER INCOME (EXPENSES)			
Other income, net	22,583	331,245	231,061
Interest income	21,351	35,009	34,510
Interest expense	(18,788)	(10,619)	(26,581)
TOTAL OTHER INCOME (EXPENSE)	25,146	355,635	238,990
NET INCOME	$ 110,149	$ 731,149	$ 258,087

The accompanying notes are an integral part of these financial statements

GAME TRUCK LICENSING LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

`

	Members' Contributions	Redemption Members' Interest	Undistributed Earnings	Total Members' Equity
BALANCE, DECEMBER 31, 2019	**$ 647,684**	**$ (770,354)**	**$ 171,976**	**$ 49,306**
Distributions to members	-	-	(32,628)	(32,628)
Net income	-	-	258,087	258,087
BALANCE, DECEMBER 31, 2020	**647,684**	**(770,354)**	**397,435**	**274,765**
Distributions to members	-	-	(723,936)	(723,936)
Net income	-	-	731,149	731,149
BALANCE, DECEMBER 31, 2021	**647,684**	**(770,354)**	**404,648**	**281,978**
Distributions to members	(1,091,783)	770,354	(257,002)	(578,431)
Net income	-	-	110,149	110,149
BALANCE, DECEMBER 31, 2022	**$ (444,099)**	**$ -**	**$ 257,795**	**$ (186,304)**

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

GAME TRUCK LICENSING LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31,		
	2022	**2021**	**2020**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 110,149	$ 731,149	$ 258,087
Adjustments to reconcile net income to net cash provided by operating activities:			
Assets acquired from contract termination	-	-	(39,000)
Recognition of non-refundable franchise fees	(19,053)	(18,885)	(29,196)
Recognition of deferred franchise acquisition costs	3,005	2,870	2,870
Depreciation and amortization	2,733	2,155	1,926
Interest income	-	-	(600)
Interest accrued on long-term debt	18,750		
Write down of accounts receivable	-	30,541	-
(Gain) Loss on sale of assets	(1,543)	10,213	3,400
Change in assets and liabilities:			
Accounts receivable	(3,029)	(68,237)	(76,635)
Inventory, marketing materials	3,422	1,007	(5)
Due from affiliate	39,248	(261,103)	118,816
Prepaid expenses	(218,570)	(50,059)	(22,769)
Notes receivable	30,852	39,339	19,381
Other assets	-	-	2,764
Accounts payable	(38,398)	11,652	(9,841)
Deferred experiential marketing revenue	251,834	14,377	(532,943)
Non-refundable deferred franchise fees	14,000	10,000	14,000
Deferred rent expense	(4,089)	(3,010)	(850)
Net cash provided (used) by operating activities	189,311	452,009	(290,595)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of property and equipment	(5,000)	(36,528)	(1,347)
Proceeds from sale of equipment	15,000	130,000	-
Net cash provided (used) by investing activities	10,000	93,472	(1,347)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from long term debt	-	359,432	153,293
Repayments of long-term debt	(2,481)	(239,967)	(49,211)
Member Contributions	-	-	-
Distribution of related party balances to members	(321,429)	-	-
Distributions to members	(257,002)	(249,779)	(32,628)
Net cash provided (used) by financing activities	(580,912)	(130,314)	71,454
NET INCREASE (DECREASE) IN CASH	(381,601)	415,167	(220,488)
CASH, beginning of year	546,118	130,951	351,439
CASH, end of year	$ 164,517	$ 546,118	$ 130,951

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

GAME TRUCK LICENSING LLC
STATEMENTS OF CASH FLOWS (CONTINUED)

	FOR THE YEARS ENDED DECEMBER 31,		
	2022	**2021**	**2020**
SUPPLEMENTAL DISCLOSURES			
Cash paid for interest	$ 2,481	$ 10,619	$ 26,581
Cash paid for taxes	$ -	$ -	$ -
SCHEDULE OF NON-CASH ACTIVITIES			
OPERATING ACTIVITIES			
Collection of accounts receivable in exchange for equipment			$ 88,596
Transfer accounts receivable to due from affiliate			$ (2,583)
Collection of amounts due from related party by distribution to members		$ 474,157	$ -
INVESTING ACTIVITIES			
Acquisition of equipment in exchange for non-payment of accounts receivable			$ (86,013)
FINANCING ACTIVITIES			
Reacquired member interest distributed to members	$ 770,354		
Reacquired member interest distributed to members	$ (770,354)		
Amounts due from related party distributed to members	$ -	$ (474,157)	$ -

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

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

Game Truck Licensing, LLC ("Company") is a Delaware limited liability company with its home office in Tempe, Arizona. The Company was formed on February 15, 2008 (Inception).

The Company offers franchises for the right to operate a "Game Truck" mobile video game theatre, including a specially equipped trailer and graphic wrapped tow vehicle, providing video entertainment for parties and other events within a certain geographic area.

The Company does not operate a mobile video game theatre but an affiliate, The Game Truck, LLC ("Affiliate"), operates two (2) mobile video game theaters under the Game Truck name in Portland, Oregon. The Company does not currently conduct business activities other than franchising businesses that conduct mobile video game theatre services.

Changes in the number of franchises for the years ended December 31, 2022, 2021 and 2020 consist of the following:

	2022	2021	2020
Units in operation, beginning	53	58	63
Units opened	-	-	-
Units terminated or closed	(3)	(5)	(5)
Units in operation, ending	50	53	58
Franchised units	48	51	55
Affiliate owned units	2	2	3

COVID-19

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a "Public Health Emergency of International Concern." The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

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

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

Reclassification

Certain amounts in the prior period financial statements have been reclassified for comparative purposes to conform to the presentation in the current period financial statements.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with original maturities of three months or less at the date of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2022, and 2021.

Accounts Receivable

Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized subsequent to invoicing. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company recorded an allowance for uncollectible accounts of $0 and $10,000 at December 31, 2022, and 2021, respectively. Bad debt expense was $0, $30,541, and $0 for the years ended December 31, 2022, 2021 and 2020, respectively. Amounts written off were $0, $90,044, and $51,213 for the years ended December 31, 2022, 2021 and 2020, respectively.

Prepaid Expenses

Prepaid expenses consist of amounts for Cares Act Employee Retention Tax Credit benefits, prepaid advertising, and insurance. These amounts will be charged to expense as the services are received or the coverage period passes.

Notes Receivable

Notes receivable (notes) consist of amounts promissory notes issued by franchisees in exchange for unpaid past due accounts receivable or for the purchase of completed gaming trailers or other purposes related to the conduct of the franchise business. The notes are generally payable by the franchisee in monthly installments with interest at 9%. Notes are generally collateralized by completed gaming trailers. The total amount of notes outstanding classified as notes receivable was $10,609, and $44,764 at December 31, 2022, and 2021, respectively. The allowance for uncollectible notes receivable was $8,000, and $11,303 as of December 31, 2022, and 2021.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally five to seven years).

Intangible Assets

The Company has established intangible assets for the cost of domain name acquisition.

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

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

Other Assets

Other assets consist primarily of security deposits.

Revenue Recognition

Non-refundable Deferred Franchise Fee Revenue and Deferred Franchise Costs

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees. Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a franchisee purchases a Game Truck franchise, the Company grants the franchisee the rights to operate in a designated area and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("the license"). Revenues related to the license are continuing royalties that are 7.0% of total gross revenues. These revenues are used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement. The royalties are billed monthly and are recognized as revenue when earned.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory and license rights. These primarily include training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred non-refundable revenue and recognized as revenue over the term of the contract which is currently 10 years from the date the franchisee opens the franchise business to the public. Incremental costs of obtaining a franchise agreement with a franchisee related to unsatisfied performance obligations will be recorded as a franchise acquisition asset and are recognized as cost of sales over the same term as the related performance obligation which is currently 10 years.

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

Revenue Recognition (continued)

Vehicle Sales and Costs of Sales

As part of the Franchise Agreement the Company has the obligation to build and provide, and the franchisee has the obligation to purchase, a fully equipped Game Truck trailer and properly wrapped tow vehicle. The revenues and costs related to completed trailers are shown separately on the accompanying income statement. Initial fees collected by the Company for these sales, as well as the costs expended for trailers that are still under construction and not completed as of the balance sheet date are recorded as deferred revenue and deferred costs on the accompanying financial statements.

Experiential Marketing

Revenue from experiential marketing is recognized as revenue with the goods have been delivered, service has been provided or event has occurred. Incremental costs related to the provision of experiential marketing is recognized along with the associated revenue. Revenue received and associated cost incurred that have not been earned are recorded as deferred experiential marketing revenue and deferred experiential marketing costs.

Global Advertising

The Company collects a royalty equal to 1% of franchisee sales to be expended by the Company to purchase advertising to benefit franchisees. The Company is not required and does not segregate those funds into a separate account. A summary of the Company's Global Advertising activity that is shown, net, in the general and administrative caption in the attached Statements of Operations is as follows:

	2022	2021	2020
Global advertising royalties	$ 122,841	$ 119,583	$ 64,860
Global advertising costs	264,654	182,163	134,078

Advertising

The Company expenses advertising costs as incurred. Advertising costs expensed were $9,068, $3,293, and $920 for the years ended December 31, 2022, 2021 and 2020, respectively.

Income Taxes

The Company has elected to be treated as partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its members and no provision for federal or state income taxes has been recorded in the accompanying balance sheet.

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

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

Income Taxes (continued)

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax periods ending December 31, 2022, 2021 and 2020 for U.S. Federal Income Tax and for the State of Arizona Income Tax, the tax years which remain subject to examination by major tax jurisdictions as of December 31, 2022.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and franchisee receivables. The Company places its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees. The Company's ability to collect the amounts due from franchisees is affected by fluctuations in the economy and the operations of the franchisees.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

Recently issued accounting pronouncements

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

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recognized an asset for the incremental costs and recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31, 2022	December 31, 2021
Franchise Acquisition Costs:		
Balance Beginning of year	$ 10,535	$ 13,405
Deferral of franchise acquisition costs	-	-
Recognition of franchise acquisition costs	(3,005)	(2,870)
Balance at End of Year	$ 7,530	$ 10,535
Deferred Non-refundable Franchise Fees:		
Balance Beginning of year	$ 52,816	$ 61,701
Deferral of non-refundable franchise fees	14,000	10,000
Recognition of non-refundable franchise fees	(19,053)	(18,885)
Balance at End of Year	$ 47,763	$ 52,816
Experiential Marketing Costs:		
Balance Beginning of year	$ -	$ -
Deferral of experiential marketing costs	463,085	-
Recognition of experiential marketing costs	(255,683)	-
Balance at End of Year	$ 207,402	$ -
Deferred Experiential Marketing Revenue:		
Balance Beginning of year	$ 25,627	$ 11,250
Deferral of experiential marketing revenue	831,913	182,210
Recognition of experiential marketing revenue	(580,079)	(167,833)
Balance at End of Year	$ 277,461	$ 25,627

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees is as follows:

	Years Ended December 31, 2022	2021	2020
Performance obligations satisfied at a point in time	$ 778,676	$ 425,426	$ 778,610
Performance obligations satisfied through the passage of time	1,000,693	974,458	590,877
Total revenues	$ 1,779,369	$ 1,399,884	$ 1,369,487

NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

Estimated Recognition of Non-refundable Deferred Franchise Fees

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2022, is as follows:

	Franchise Acquisition Costs	Non-refundable Franchise Fees
Year ending December 31:		
2023	$ 2,870	$ 19,960
2024	2,870	11,796
2025	1,790	10,014
2026	-	3,808
2027	-	1,373
Thereafter	-	812
	$ 7,530	$ 47,763

NOTE 3 - PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	2022	2021
Office equipment	$ 59,225	$ 54,225
Trailer equipment, held for sale	-	13,457
	59,225	67,682
Less accumulated depreciation	(48,589)	(45,856)
	$ 10,636	$ 21,826

Depreciation expense was $2,733, $2,155, and $1,926 for the years ended December 31, 2022, 2021 and 2020, respectively. All property and equipment are pledged as collateral for the Company's long-term debt with the SBA.

NOTE 4 – INTANGIBLE ASSETS

Intangible assets consist of the following at December 31:

	2022	2021
Domain name	$ 92,000	$ 92,000
Less accumulated amortization	(44,950)	(44,950)
	$ 47,050	$ 47,050

Amortization expense was $0, $0, and $0 for the years ended December 31, 2022, 2021 and 2020, respectively.

NOTE 5 – REVOLVING LINES OF CREDIT

The Company has revolving lines of credit with two banks. The face amount of the first line of credit is $100,000. Interest on this line of credit is the prime interest rate plus 3.8% (currently 9.8%) and can be renewed annually upon approval by the bank. The face amount of the second line of credit is $12,500. Interest on this line of credit is 11.8% and can be renewed annually upon approval by the bank The balance owned on the revolving lines of credit at December 31, 2022, and 2021 was $0 and $0, respectively.

NOTE 6 – LONG TERM DEBT

The following is a summary of long-term debt at December 31:

	2022	2021
EIDL SBA Loan dated May 28, 2020. Face amount $500,000. Payable in 336 monthly installments of $2,481 beginning 24 months from the date of the loan including interest at 3.75%. Collateralized by assets of the Company.	$ 525,701	$ 509,432
	525,701	509,432
Less current maturities	(12,512)	(5,242)
	$ 513,189	$ 504,190

The maturities of the long-term debt are as follows:

Year ending December 31:	
2023	$ 12,512
2024	10,971
2025	11,142
2026	11,554
2027	11,995
Thereafter	467,527
	$ 525,701

Interest expense on the long-term debt was $18,750, $10,619, and $20,536 for the years ended December 31, 2022, 2021 and 2020, respectively.

NOTE 7 – CONVERTIBLE DEBT

On September 10, 2019, the Company entered into Convertible Promissory Note (“Notes”) agreements totaling $350,000 bearing interest at the rate of 5% per annum. The Notes were converted on September 24, 2020, into 29 percent of the member units of the Company upon the redemption of 28 percent of the member units of the Company as described in Note 8 below.

NOTE 8 – MEMBERS' EQUITY

On September 24, 2019, the Company entered into a Membership Interest Purchase and Settlement Agreement with members who owned 28 percent of the member units of the Company. The Company, in accordance with the agreement, made payments totaling $357,954 for the redemption of the member units. During 2022, the Company reclassified the Reacquired Member Interest to the member equity account of the majority member in the amount of $770,354.

NOTE 9 – TRANSACTIONS WITH AFFILIATE

The Company's affiliate assumed the operation of one essential franchise from a franchisee. The Company is working to recover and extend operations in these territories. In addition, the Company has made operational advances to a separate related party. In connection with those activities the company has advanced operational funds totaling $0 and $39,248 at December 31, 2022, and 2021. During 2022 the Company distributed $137,885 of advances to the essential franchise to the Company's members. During 2022 and 2021, the Company distributed $183,544, and $474,157 of advances to the separate related entity to the Company's members.

NOTE 10 – COVID-19 RELIEF

During 2020 the Company borrowed $174,900 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. That borrowing has been forgiven in full by the SBA. The Company received an Economic Injury Disaster Grant from the SBA in the amount of $10,000. The Company has also been granted relief under the Cares Act Employee Retention Tax Credit for 2020 in the amount of $48,961. These amounts are reported as other income in the accompanying Statement of Operations for the year ended December 31, 2020.

During 2021 the Company borrowed $185,776 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. That borrowing has been forgiven in full by the SBA. The Company has also been granted relief under the Cares Act Employee Retention Tax Credit for 2021 in the amount of $115,682. These amounts are reported as other income in the accompanying Statement of Operations for the year ended December 31, 2021.

NOTE 11 - RENT EXPENSE AND OPERATING LEASE

In September 2021, the Company executed a non-cancelable operating lease for office space, which was effective November 1, 2021, and expires on February 28, 2024. The required monthly payments range from $3,318 to $3,870 over the term of the lease.

In response to COVID-19 the Company has moved to a remote office concept and has entered into a sub-lease agreement effective from October 1, 2022, through October 16, 2022, including a renewal option from October 17, 2022, through February 28, 2024. The required monthly payments due from the sub-lessee range from $2,765 to $2,986 over the initial and renewal terms.

Rent expense recorded by the Company was $12,449, $8,237, and $24,118 for the years ended December 31, 2022, 2021 and 2020, respectively. Rent expense decreased in 2022, 2021 and 2020 compared to pre-COVID-19 costs as a result of COVID-19 relief granted by the Company's landlord and the sub-lease income credited to rent expense totaling approximately $38,900, $39,200, and $20,800 for the years ended December 31, 2022, 2021, and 2020, respectively.

NOTE 11 - RENT EXPENSE AND OPERATING LEASE (CONTINUED)

In accordance with ASC Section 840 – Leases, the lease is being recognized to expense using the straight-line method over the lease term. This resulted in a difference between the rent paid and the rent expense recognized that creates deferred rent of $5,584, and $9,673 at December 31, 2022, and 2021, respectively, as reported in the Other Liabilities caption in the attached balance sheets.

Future minimum payments under the non-cancelable operating lease, net of the sub-rental are as follows:

Year ending December 31:		
2023	$	11,209
2024		13,438
Total	$	24,647

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Litigation:

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

NOTE 13 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through February 16, 2023, the date on which the financial statements were available to be issued.

GameTruck Licensing, LLC
Unaudited Financial Statements through April 2024

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

GameTruck Licensing LLC

Balance Sheet

As of April 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating Checking 2896	3,333.51
1010 Profit and Tax Chase 5680	35,906.93
1020 PCU Checking	571.07
1021 PCU - Savings	1,005.55
1030 Schwab 7334	12,433.19
Total Bank Accounts	**$53,250.25**
Accounts Receivable	
1105 Accounts Receivable	127,031.79
Total Accounts Receivable	**$127,031.79**
Other Current Assets	
1210 Prepaid Expenses	72,433.03
1240 Prepaid Insurance	16,050.71
1260 Prepaid Rent	4,214.72
1270 Security Deposit - Rent	1,105.84
1300 Prepaid Experiential Marketing Expense	117,468.97
1605 GT Store Inventory	7,155.98
1849 Current Portion of Franchise Acq Costs	3,603.00
Total Other Current Assets	**$222,032.25**
Total Current Assets	**$402,314.29**
Fixed Assets	
1710 Domain Names	92,000.00
1810 Domain names- Accumulated Amortization	-44,950.00
Total 1710 Domain Names	**47,050.00**
1715 Office Equipment / Software	60,625.78
1815 Accum Depreciation Office Equip / Software	-53,543.35
Total 1715 Office Equipment / Software	**7,082.43**
1720 Trailers and trucks	94,099.88
1820 Accum Depreciation Trailers and Trucks	-19,743.64
Total 1720 Trailers and trucks	**74,356.24**
Total Fixed Assets	**$128,488.67**
Other Assets	
1850 Deferred Franchise Acq Cost	10,570.48
1900 Notes Receivable Net	
1905 Notes Receivable	3,851.81
Total 1900 Notes Receivable Net	**3,851.81**
1980 Intercompany Receivables	
1625 Loan to GT-PDX	78,518.33
1630 Loan to GT-DEN	94,877.00
Total 1980 Intercompany Receivables	**173,395.33**

GameTruck Licensing LLC

Balance Sheet

As of April 30, 2024

	TOTAL
Total Other Assets	**$187,817.62**
TOTAL ASSETS	**$718,620.58**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	11,279.95
Total Accounts Payable	**$11,279.95**
Credit Cards	
2045 Capital One Spark 9443	175.00
2060 Ramp Card	606.78
Total Credit Cards	**$781.78**
Other Current Liabilities	
2090 Deferred Rent Liability	553.63
2095 Accrued Profit Sharing	5,921.23
2399 Current Portion of Nonrefundable Def Franchise Fees	16,767.33
2453 Deferred Income	10,560.05
2455 Accrued Wrap Liability	250,000.00
2456 Accrued Expenses - Other	1,935.00
2499 Current Portion LTD	21,579.16
Total Other Current Liabilities	**$307,316.40**
Total Current Liabilities	**$319,378.13**
Long-Term Liabilities	
2500 Notes Payable	
2540 SBA Loan	510,970.33
2560 PCU - Ford F250	44,149.60
2565 PCU - Term Loan	20,370.60
2599 Less Current Portion LTD	-21,579.16
Total 2500 Notes Payable	**553,911.37**
2610 Accrued Franchise Fees	35,115.43
Total Long-Term Liabilities	**$589,026.80**
Total Liabilities	**$908,404.93**
Equity	**$ -189,784.35**
TOTAL LIABILITIES AND EQUITY	**$718,620.58**

Note

No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by GAAP omitted.

GameTruck Licensing LLC

Profit and Loss

April 2024

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
Income		
4100 Franchise Operations	93,458.52	318,727.04
4200 New Franchise Sales	601.42	13,655.68
4300 Experiential Marketing	83,333.33	352,083.32
4400 Services	13,864.45	64,368.53
4500 Equipment Income		3,881.35
4600 Merchandise Income	138.44	1,826.65
4700 Other Income (OI)	406.20	2,414.08
Total Income	**$191,802.36**	**$756,956.65**
Cost of Goods Sold		
5100 Cost of Goods Franchise Operations	7,097.49	31,413.22
5300 Cost of Goods Experiential Marketing	45,625.00	182,500.00
5400 Cost of Goods Services	4,594.26	20,050.76
5500 Cost of Goods Equipment		3,143.81
5600 Cost of Goods Merchandise		1,203.39
Total Cost of Goods Sold	**$57,316.75**	**$238,311.18**
GROSS PROFIT	**$134,485.61**	**$518,645.47**
Expenses		
6000 G&A	98,850.59	425,697.10
6100 Franchise Operations Expense	7,871.16	31,161.82
6200 Franchise Development Expenses	614.22	2,456.88
6400 Services Expense		16,986.07
6700 Other Misc Expense	427.04	1,304.95
Total Expenses	**$107,763.01**	**$477,606.82**
NET OPERATING INCOME	**$26,722.60**	**$41,038.65**
Other Income		
8300 Interest Income	814.43	3,766.90
8310 Dividend Income		1,244.68
8350 Unrealized Gains		-15.00
8500 Cash Back Earned	323.69	1,551.51
8900 Other Income	1,786.61	7,146.44
Total Other Income	**$2,924.73**	**$13,694.53**
Other Expenses		
9200 Depreciation	1,885.28	7,541.12
9500 Interest Expense	2,038.90	8,184.98
Total Other Expenses	**$3,924.18**	**$15,726.10**
NET OTHER INCOME	**$ -999.45**	**$ -2,031.57**
NET INCOME	**$25,723.15**	**$39,007.08**

Note
No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by GAAP omitted.

EXHIBIT C
FRANCHISE AGREEMENT

GAMETRUCK LICENSING, LLC
FRANCHISE AGREEMENT

GAMETRUCK LICENSING
FRANCHISE AGREEMENT
TABLE OF CONTENTS

1.GRANT OF RIGHTS 2
2.COMMENCEMENT OF OPERATIONS 4
3.TOW VEHICLES AND TRAILERS 5
4.TRAINING AND OPERATING ASSISTANCE 6
5.OPERATION BY FRANCHISEE 7
6.INSURANCE 10
7.PROPRIETARY INFORMATION AND TRADE SECRETS 11
8.FEES 11
9.REPORTING AND RECORD KEEPING 13
10.ADVERTISING 14
11.INSPECTION RIGHTS 15
12.MARKS, PATENT AND COPYRIGHT 16
13.COMPETITION 17
14.TERMINATION 18
15.RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION 20
16.ASSIGNMENT, TRANSFER AND ENCUMBRANCE 22
17.INDEMNIFICATION OF FRANCHISOR 24
18.MISCELLANEOUS 24

EXHIBITS

Exhibit 1: Territory
Exhibit 2: Spousal Consent
Exhibit 3: Information Regarding Non-Individual Franchisees
Exhibit 4: Guaranty and Assumption of Franchisee's Obligations
Exhibit 5: Addenda to the Franchise Agreement

GAMETRUCK LICENSING, LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is entered into as of this ___ day of _____, ____, by and between **GAMETRUCK LICENSING, LLC**, a Delaware limited liability company ("**Franchisor**") and _____, a _____ ("**Franchisee**"), with reference to the following facts:

(A) Franchisor has developed and owns the right to operate and grant to others the right to operate GameTruck mobile theater systems providing video and other entertainment for parties and other events using proprietary practices and procedures ("**Proprietary Information**") and in compliance with a system relating to the establishment, development, operation and management of such a mobile entertainment business ("**System**"); and

(B) Franchisor owns various trademarks, trade names, service marks, designs, emblems, logos, slogans, copyrights, Trade Dress, Trade Secrets (as defined below), commercial symbols and other indicia now or hereafter used or intended to be used in connection with the System, and any and all revisions, modifications and additions thereto, whether or not recorded or registered with the United States Patent and Trademark Office or any other local, state, federal or foreign agency, registrar or body ("**Marks**"); and

(C) Franchisor licenses the right to use the System and the Marks in the operation of a business that provides "GameTruck" branded video game trailers, laser tag and other group entertainment offerings ("**Franchised Business**"). Franchisee wishes to obtain the right to operate the Franchised Business and Franchisor is willing to grant Franchisee a franchise to do so, upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of these premises and of the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF RIGHTS

(A) NON-EXCLUSIVE LICENSE

(1) Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee and Franchisee accepts, a non-exclusive license to use the Marks and the System solely in the operation of the Franchised Business within a geographic area ("Territory") as set forth in the description attached hereto as Exhibit 1.

(2) When you execute a Franchise Agreement, you receive the right to conduct GameTruck parties and events within geographic areas that will be identified in your Franchise Agreement that will include zip codes that include no less than 150,000 single-family households, will maintain a contiguous border, and encompass thoroughfares where possible. Additionally, the initial franchise fee includes a second geographic operating Territory that includes approximately 150,000 single-family households at no additional cost, provided that the second Territory is identified at the time of signing the original Franchise Agreement, and geographically borders the first Territory. The rights to this second Territory are contingent upon the purchase and activation of a second GameTruck mobile video game theater within 18 months of the original Franchise Agreement effective date. If a second mobile video game theater is not activated within the 18 months, the rights to this second Territory are forfeited.

(3) Subject to market type, availability, and our discretion, at the time of signing your Franchise Agreement you may request the right to purchase Additional Territories. Each territory of 150,000 single-family households added to your Territory is referred to as an "Additional Territory" or "Additional Territories". Your Territory and Additional Territories are

collectively referred to as your “Territory”. The Territory is designated on Exhibit 1 of the Franchise Agreement.

(4) Your Territory is exclusive. We will not locate another franchisee in your Territory and will not schedule parties or events or allow other franchisees to schedule parties or events in your Territory as long as: (i) you are able to provide the services necessary for each party or event requested in your Territory; and/or (ii) you are not in default of the terms of the Franchise Agreement. If you are unable to perform a party or event in your Territory, you must notify us or your nearest neighboring franchisee and offer it to the nearest franchisee although that will not alter your exclusive rights to subsequent events in the Territory. There may be other GameTruck operators with their own territories in the city, county, or state in which you operate, but not in your Territory.

(5) Franchisee will service the Territory with one or more Tow Vehicle(s) (as defined below) and Trailer(s) (as defined below). So long as Franchisee is not in default of the terms of this Agreement, including without limitation, the obligation to meet the Minimum Performance Standards (as defined below), Franchisor shall not provide, or permit other franchisees to provide, GameTruck branded mobile video game, laser tag or other group entertainment for parties or other events within the Territory, except as set forth below.

(6) In the event a customer wishes to schedule an event in the Territory and Franchisee has a conflict or is otherwise unable to conduct the event, Franchisee will promptly notify Franchisor and Franchisor may, in its sole discretion, conduct the event itself or designate another party to do so.

(7) Franchisee acknowledges and agrees that Franchisor may periodically request Franchisee to conduct a party or event outside of the Territory and Franchisee agrees to use its best efforts to do so.

(8) Franchisee may not relocate the Franchised Business without Franchisor’s prior written consent. Franchisee agrees and acknowledges that Franchisor, its affiliates, and other franchisees will also be conducting similar businesses utilizing the Marks and System. Franchisee does not have the right to solicit or accept requests from customers outside of the Territory, except as specifically set forth herein.

(B) FRANCHISOR’S RESERVATION OF RIGHTS

Franchisee acknowledges that this Agreement does not restrict Franchisor or its affiliates from conducting businesses using marks or commercial symbols different from the Marks, nor does it preclude them from using the Marks or licensing the right to others to use the Marks for purposes other than operating the Franchised Business. Franchisor reserves all rights not specifically granted to Franchisee under this Agreement. In particular, Franchisor reserves the right to use the Marks to conduct business using other channels of distribution such as the Internet.

(C) TERM AND RENEWAL

(1) Term. The term of this Agreement shall begin on the date it is executed by Franchisor and shall continue for ten (10) years, subject to earlier termination as provided herein.

(2) Renewal. Subject to compliance with each and every one of the conditions set forth below, Franchisee shall have the option to renew the right to operate the Franchised Business for consecutive periods of five (5) years each (each a “Renewal Term”). Prior to the beginning of each Renewal Term:

(a) Franchisee must sign Franchisor's then-current form of Franchise Agreement which may contain terms that are materially different from those set forth in this Agreement; and

(b) Franchisee must be in full compliance with this Agreement, and all other contracts between the Franchisee and/or its affiliate and Franchisor and its affiliates, and in particular, must have paid all sums owing to the Franchisor and its affiliates as and when due; and

(c) Franchisee shall complete to Franchisor's satisfaction any training program Franchisor may require; and

(d) Franchisee's Franchised Business must meet Franchisor's then-current requirements or Franchisee must make all expenditures deemed necessary by Franchisor to refurbish or replace Franchisee's Tow Vehicle(s) or Trailer(s); and

(e) Franchisee must pay to Franchisor all unpaid amounts plus a renewal fee of Seven Thousand Five Hundred dollars ($7,500.00); and

(f) Franchisee must execute and deliver a general release of Franchisor, and its affiliates and associates, officers, directors, shareholders, employees, agents and representatives in a form acceptable to Franchisor; and

(g) Franchisor must not have decided to withdraw from the Territory; and

(h) Franchisee shall not have received three (3) or more notices of default during any twenty-four (24) month period during the initial term or preceding renewal term.

(i) Franchisee shall notify Franchisor no later than one hundred twenty (120) days prior to the expiration of the initial or preceding term of this Agreement if Franchisee wishes to enter into a new Franchise Agreement with Franchisor at the expiration of the initial or preceding term. Franchisee shall have no right to enter into a new agreement with Franchisor if Franchisee fails to do so or if Franchisee fails to comply with each of the conditions set forth above in a timely manner or if Franchisee fails to return to Franchisor any documents within thirty (30) days after Franchisor has delivered them to Franchisee.

(1) **Interim Period**. If Franchisee does not sign a new Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

2. COMMENCEMENT OF OPERATIONS

Franchisee must begin operations within four (4) weeks after delivery of the first Trailer.

3. TOW VEHICLES AND TRAILERS

(A) TOW VEHICLES

(1) Franchisee shall purchase tow vehicle(s) that meet or exceed the System's specifications which are subject to change and currently include a specialty package consisting of a class 5 hitch, airbag suspension, brake controller, tow mirror and graphic wrap ("**Tow Vehicle**"). Franchisee understands and acknowledges that the System specifications for Tow Vehicles may change from time to time and that the Franchisee's Tow Vehicle might not be the same make or model as the Tow Vehicles operated by other franchisees. Franchisee shall order and obtain each Tow Vehicle in sufficient time for it to be ready for delivery when each new Trailer is ready for delivery.

(2) Franchisee shall pay Franchisor or its designated supplier to apply the required graphic wrap to the Tow Vehicle, and to have the graphic wrap removed upon termination or expiration of this Agreement.

(B) TRAILERS

Franchisee acknowledges that the Trailer is specially designed, incorporates Franchisor's proprietary method of delivering a video entertainment experience and is an integral part of the System. Therefore, concurrently with the execution of this Agreement, Franchisee shall order its first GameTruck Trailer with specialized accessories ("**Trailer**") from Franchisor or its designated supplier. Franchisee must order any additional trailers according to the timeline defined in Exhibit 1 for use within the Territory. Franchisee must pay one-half (1/2) of the cost of the Trailer to Franchisor or its designated supplier within ten (10) days after the execution of this Agreement, and the balance of the purchase price is due at least ten (10) business days prior to the completion date of the Trailer.

(C) DELIVERY FEE

Franchisee shall pay to Franchisor or its designee a fee to deliver the Trailer to the Territory ("**Delivery Fee**"). The Delivery Fee shall be between two thousand five hundred ($2,500.00) and five thousand ($5,000.00), depending on the distance of the Territory from the manufacturing facility. Franchisor shall notify Franchisee of the amount of the Delivery Fee and Franchisee shall pay the Delivery Fee before the Trailer is delivered to Franchisee.

(D) MAINTENANCE, CONDITION AND APPEARANCE OF TOW VEHICLE AND TRAILER

(1) Franchisee agrees to maintain the physical and mechanical condition, appearance and efficient operation of each Trailer and Tow Vehicle, all as set forth from time to time in the Manual, as defined below, including without limitation compliance with all of the Franchisor's specifications on the mechanical condition of each Trailer and Tow Vehicle.

(2) Franchisee acknowledges and agrees that Franchisor may inspect each Trailer and Tow Vehicle from time to time. Franchisee's Trailers and Tow Vehicles will be clean, free of dents and scratches and other damage, and free of mechanical problems which adversely affect their appearance, or which render them unsafe.

(3) Franchisee agrees to maintain the condition and appearance of each Trailer and Tow Vehicle in accordance with the standards and requirements specified in the Manual including, without limitation, refurbishing each Trailer and Tow Vehicle, from time to time, replacing worn out or obsolete equipment, and repairing or repainting the Trailers and Tow Vehicles.

(4) Franchisee acknowledges the critical importance of keeping each Trailer and Tow Vehicle in the best possible mechanical operating condition and the critical nature of the obligation to do so and to avoid any and all safety violations.

(5) Franchisee agrees to store each Trailer within the Territory. Franchisee acknowledges and agrees that the storage location must meet the requirements as set forth in the Manual, as defined below. In the event Franchisee wishes to store a Trailer outside of the Territory, Franchisee must first obtain the prior written consent of Franchisor.

4. TRAINING AND OPERATING ASSISTANCE

(A) TRAINING

(1) Franchisor requires Franchisee, or its principal(s) if Franchisee is an entity, and any other person that will be authorized by Franchisor to supervise the persons ("**GameCoaches**") that Franchisee employs to conduct events ("**Head GameCoach**"), to attend an initial training program during such period as Franchisor designates. Training will be held via our web-based training modules; in the general area of the Territory, or at another location designated by Franchisor in its discretion. Franchisee or its principal as well as any Head GameCoach must complete the initial training program to the sole satisfaction of Franchisor. Prior to the initial training program, and in no event later than the later of three (3) weeks after the execution of this Agreement or the earliest time provided by Franchisor, Franchisee shall also participate in a telephone or web conference that Franchisor provides concerning the establishment of the Franchised Business.

(2) Franchisor shall have the right, during the initial training program, to further evaluate Franchisee's fitness to operate under this Agreement. In the event Franchisee or its principal(s) fails to complete the initial training program to Franchisor's satisfaction, Franchisor shall have the right to terminate this Agreement.

(3) Franchisee shall not be charged a fee for initial training for Franchisee and one Head GameCoach. Upon request by Franchisee, Franchisor may agree to provide initial training to additional personnel of Franchisee. In addition, Franchisor may determine that Franchisee's personnel are not adequately trained, and may, in its discretion, require Franchisee's personnel to attend the initial training program. Franchisor may charge tuition at its then current rate to provide initial training to each additional person.

(4) Franchisor may require Franchisee or its Head GameCoaches to attend refresher and additional training courses from time to time. Franchisor shall conduct such training at its facilities or on-site in the Territory, or at another location solely determined by Franchisor. Franchisee shall pay Franchisor's then-current fee to do so, upon receipt of Franchisor's bill (which may be sent prior to conducting the training).

(5) Franchisee shall be responsible for all travel and living expenses, if any, that Franchisee or its principal(s) and its Head GameCoaches incur in connection with, refresher or additional training.

(6) Franchisee shall attend and pay all related fees and expenses (including travel and living expenses) for the Franchisor's Annual Conference. The fees for the Annual Conference are due to Franchisor no less than 2 months before the beginning of the event. Attendance at the Annual Conference is mandatory.

(B) MANUAL

Franchisor will make available to Franchisee for use during the term of this Agreement, a digital version of Franchisor's proprietary and confidential operating manual which Franchisor may amend from time to time, containing mandatory specifications, standards, operating procedures and rules for the System (the "**Manual**"). All such specifications, standards, operating procedures and rules prescribed from time to time in the Manual, or otherwise communicated to Franchisee in writing, shall constitute requirements of this Agreement and shall be kept confidential by Franchisee. Franchisee will not at any time copy, forward, or download any part of these materials, disclose any information contained in them to others or permit others access to them. Franchisee acknowledges and agrees that the Manual may be modified from time to time to reflect changes in the standards of authorized services or the System; provided, however, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. All modifications to the Manual shall be binding upon Franchisee upon being mailed or otherwise delivered to Franchisee. Franchisee agrees to accept, implement and adopt any such modifications at Franchisee's own cost. The Manual will contain proprietary information belonging to Franchisor and Franchisee acknowledges that the Manual is, and shall remain, the property of Franchisor. Franchisee shall promptly cease accessing the Manual upon termination or expiration of this Agreement. All references herein to the Agreement shall include the provisions of the Manual and all such mandatory specifications, standards, procedures and rules, and such additions and modifications thereto. Franchisee understands and agrees that it is of substantial value to Franchisor and other franchisees of Franchisor, as well as to Franchisee, that the System establish and maintain a common identity. Franchisee agrees and acknowledges that full compliance with each and every detail of the System and the Manual is essential to preserve, maintain and enhance the reputation, trade demand and goodwill of the System and the Marks and that failure of Franchisee to operate the Franchised Business in accordance with the System and the Manual can cause damage to all of the other parties described above, as well as to Franchisee.

(C) PERIODIC ADVICE AND CONSULTATION

Franchisor shall, from time to time, to the extent it deems necessary, furnish advice to Franchisee or consult with Franchisee, via telephone, webinar, email or in person, on the operation of the Franchised Business in order to communicate new developments, techniques or services.

5. OPERATION BY FRANCHISEE

(A) SERVICES

(1) Franchisee shall offer to customers only those games and services, designated by Franchisor from time to time within the Territory (except as specifically provided herein), and shall provide such games and services strictly in accordance with the standards and specifications described in the Manual and the training program(s). Franchisee may not offer any games deemed offensive or obscene by Franchisor. Franchisee must offer all services and games required by Franchisor. When Franchisor approves a new game, Franchisee shall immediately purchase such game as well as any game refreshes that Franchisor requires. In the event Franchisor notifies Franchisee that a particular game is no longer approved, Franchisee must immediately stop using such game in the Franchised Business.

(2) In the event Franchisee receives a request for a party or event outside the Territory, Franchisee shall promptly notify Franchisor. Franchisee agrees and acknowledges that it will have no right to conduct events or parties outside of its Territory, and that Franchisor may itself conduct the party or event, or designate another person to do so. Franchisee may not market or hold parties or events outside the Territory without Franchisor's prior written consent.

(3) Franchisee will establish a subdomain on Franchisor's website. Franchisee shall not register a domain name or create or maintain a website or electronic mail address utilizing the Marks or any name similar to the Marks or relating in any way to the Franchised Business without Franchisor's prior written consent. Franchisee also agrees to observe Franchisor's policies and procedures with respect to on-line communications including, without limitation, communications on social and professional networking sites such as Facebook, Instagram, Twitter, YouTube, LinkedIn and other similar social media platforms, sites or blogs. Franchisee acknowledges that it may not publicly mention or discuss the Franchised Business, Franchisor or the System without Franchisor's prior written consent. Franchisee agrees and acknowledges that Franchisor has the right to review all on-line content involving the Marks or the System, and to require Franchisee to remove any content or usage, in Franchisor's sole discretion.

(4) During the term of this Agreement, Franchisee may be required to establish a specific online-access accounts for Franchisee and each of its GameCoaches. During the term of this Agreement, Franchisor may require Franchisee to establish additional accounts with one or more similar providers for itself and its GameCoaches.

(5) Franchisee may be required to establish wireless broadband service for such Trailer with a service provider designated by Franchisor. Franchisee and its GameCoaches may be required to participate in interactive gaming sessions with other franchisees as well as Franchisor, as required by Franchisor from time to time. In the event Franchisor institutes a new gaming platform capability (i.e., PlayStation or Wii), Franchisee shall subscribe to such service with thirty (30) days after notice from Franchisor.

(6) Franchisee shall at all times provide prompt, courteous, friendly and efficient service to all customers. Franchisee shall in all dealings with all customers and the public, adhere to the highest standards of honesty integrity, fair dealing and ethical conduct. Franchisee agrees not to deviate from the standards, specifications and operating procedures set forth in this Agreement and the Manual in order to ensure uniformity and quality of services offered to the public under the Marks.

(B) PURCHASE OF PRODUCTS AND SERVICES; APPROVED SUPPLIERS

(1) Franchisee shall purchase the Trailers and the Tow Vehicles as described above. Franchisee may be required to purchase items bearing the Marks, such as wearable and printable advertising materials, from Franchisor or its affiliates. Franchisee must purchase any and all other materials or equipment required or used in the operation of the Franchised Business only from (a) manufacturers, suppliers or distributors designated, from time to time, in writing by Franchisor, or (b) from Franchisor or its affiliates.

(2) In the event Franchisor develops any proprietary software or adapts any additional computerized accounting, reporting, bookkeeping or other similar program or system, Franchisee must sign a software license to use it, or purchase it, and maintain its books and records and prepare its statements and reports using the program or system.

(3) Franchisee must, as required by Franchisor in writing from time to time during the Term of this Agreement, purchase new gaming consoles and related equipment, software or hardware directly from approved or designated suppliers for use in each of Franchisee's GameTruck Trailers.

(4) Franchisor may, in its sole discretion, approve suppliers selected by Franchisee provided the following conditions are first met:

(a) Franchisee shall submit a written request to Franchisor for approval of the supplier;

(b) The supplier shall demonstrate to Franchisor's satisfaction that it is able to supply an item to Franchisee, meeting Franchisor's specifications for such item, including but not limited to, providing Franchisor with samples and the opportunity to inspect its facilities from time to time;

(c) The supplier shall demonstrate to Franchisor's satisfaction that the supplier is of good standing in the business community with respect to its financial soundness and the reliability of its product or service;

(d) The supplier shall obtain, maintain and submit to Franchisor proof of, sufficient insurance coverage (which may include, but is not limited to, General Liability to include: $1,000,000 minimum- each occurrence, Damage to Rented Premises- $100,000 minimum, Personal Injury- $1,000,000 minimum, General Aggregate- $2,000,000, Automobile Liability to include $1,000,000 minimum worker's compensation. You may also want to include abuse and molestation coverage as part of your general liability insurance. Insurance to include Franchisor and Franchisee as additional named insureds with the right to receive at least thirty (30) days' prior written notice of any modification, cancellation or termination of such policy;

(e) Franchisee reimburses Franchisor for any expense it occurs in evaluating a proposed supplier and

(f) In the event an item to be supplied is required to bear one of the Marks, such supplier must execute a license agreement (which may include a royalty payment) in a form acceptable to Franchisor.

(5) Until and unless Franchisor notifies Franchisee in writing that it has approved a supplier, Franchisee must continue to purchase from the parties described in subsection (1) above.

(6) If Franchisor determines that a previously approved supplier no longer conforms to such standards, it shall so notify Franchisee and Franchisee shall thereupon discontinue making purchases from supplier.

(C) OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The operation of the Franchised Business shall be under the direct supervision of Franchisee. If Franchisee is an entity, the operation of the Franchised Business shall be under the direct supervision of the individual(s) identified in Exhibit 3. If Franchisee does not participate in the direct operation of the Franchised Business, Franchisee must select an operating manager whom Franchisor approves, and who has completed our initial training program to Franchisor's satisfaction. If an approved operating manager leaves, Franchisee must immediately secure the services of a replacement operating manager who completes initial training to Franchisor's satisfaction and to whom Franchisor consents.

(D) CHANGES TO SYSTEM OR MARKS

Franchisee acknowledges that the System must continue to evolve in order to reflect changing markets and to meet new and changing business demands, and that accordingly variations and additions to the System may be required from time to time in order to preserve and enhance the System. Accordingly, Franchisee agrees that the Franchisor may, from time to time, upon notice,

add to, subtract from or otherwise modify or change Franchisee's obligations under the System, including, without limitation, changes reflecting Franchisor's adoption and use of new or modified Marks, services, equipment and new techniques. Franchisee agrees promptly to accept and implement all such additions, modifications and changes at Franchisee's sole cost and expense (e.g., destroying or recalling advertising and promotional items). Franchisee agrees and acknowledges that if Franchisee develops any component of the System that Franchisor permits or adopts for use in the Franchised Business, such component will belong to Franchisor and Franchisee shall have no right or interest in such component.

(E) COMPLIANCE WITH LAW AND GOOD BUSINESS PRACTICES

(1) Prior to beginning operations, Franchisee shall secure in Franchisee's name as the owner of an independent business all required licenses, permits and certificates relating to Franchisee's operation of the Franchised Business. Franchisee acknowledges that such licenses, certificates and permits may require the payment of security deposits and other fees. Franchisee shall maintain all such licenses, permits and certificates in full force and effect throughout the term of this Agreement.

(2) Franchisee shall operate in full compliance with all applicable laws, ordinances and regulations, including, without limitation, withholding and payment of federal and state income taxes and social security taxes.

(3) Immediately upon receipt of any citation, notice, complaint or other indication that Franchisee has violated any law or regulation, Franchisee shall immediately notify Franchisor and transmit copies of all such citations, notices, complaints or other such indications.

(F) MINIMUM PERFORMANCE STANDARDS

Beginning after the first six (6) months of operation you must conduct a minimum number of events based on the size of your Territory. The annual minimum performance standard is equal to the total number of Single-family households divided by 430. So, if your territory has 150,000 Single-family households, your minimum performance standard is 348 annual events, or an average of 29 events each month (collectively, these requirements are referred to as the "Minimum Performance Standards"). Franchisor may, in its sole discretion, allocate credit for more than one event for certain events that generate higher fees, such as group or corporate events or events that are two (2) hours or longer events.

(G) PRICING

To the fullest extent permitted by law, we may impose minimum, maximum, or required pricing for services or products offered or sold from your Business.

6. INSURANCE

Before beginning to operate the Franchised Business, Franchisee must procure all insurance required by Franchisor from an insurer or insurers that meet Franchisor's criteria and which have a minimum Best's Rating of A-. Such insurance shall include coverage insuring against all loss and liability arising out of or in connection with the operation of the Franchised Business. Specific minimums include: General Liability to include: $1,000,000 minimum- each occurrence, Damage to Rented Premises- $100,000 minimum, Personal Injury- $1,000,000 minimum, General Aggregate- $2,000,000, Automobile Liability to include $1,000,000 minimum, worker's compensation. You may also want to include abuse and molestation coverage as part of your general liability insurance including without limitation general liability, commercial automobile, personal injury, employee dishonesty, forgery and alteration, umbrella liability, worker's

compensation and such other coverages with limits as are provided from time to time in the Manual. Franchisee shall maintain such insurance coverage in full force and effect during the entire term of this Agreement. Franchisee shall cause Franchisor and any of its affiliates that Franchisor specifies to be named as additional insureds in all such policies. In addition, all such policies shall provide for thirty (30) days' prior written notice to Franchisor of any material modification, cancellation or expiration of a policy. Upon request, Franchisee shall provide Franchisor with a certificate evidencing coverage. Franchisee also acknowledges that Franchisor may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards, or other changes in circumstances.

7. PROPRIETARY INFORMATION AND TRADE SECRETS

Franchisee acknowledges that there is information disclosed by Franchisor pursuant to this Agreement and ancillary agreements, during the initial training program, in the Manual and otherwise (including, without limitation, concerning the Proprietary Information, methods of service, sources and suppliers of equipment and, in general, methods, techniques, formulas, formats, specifications, standards, procedures, know-how, information systems and knowledge of the System and the entire contents of the Manual), that is proprietary, confidential or a trade secret of Franchisor ("Trade Secrets"). Franchisee agrees to maintain the absolute confidentiality of all such information during and after the term of this Agreement and agrees not to use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee shall not make copies of such information or divulge such information to any other person. Franchisee shall require any other person involved in Franchisee's Franchised Business who will have access to any confidential information or Trade Secrets to sign a confidentiality agreement in a form acceptable to Franchisor.

8. FEES

(A) INITIAL FRANCHISE FEE

When you sign a Franchise Agreement you must pay to us a non-refundable initial franchise fee (the "Franchise Fee"). The Franchise Fee is $49,500 for one (1) geographic operating territory that includes approximately 150,000 single-family households. The Initial Franchise Fee includes a second geographic operating territory of approximately 150,000 single-family households at no additional cost, provided that the second territory is identified at the time of signing the Franchise Agreement and geographically borders the first territory. The rights to this second territory are contingent upon the purchase and activation of a second GameTruck mobile video game theater within 18 months of the original Franchise Agreement effective date. If a second mobile video game theater is not activated within the 18 months, the rights to this second territory are forfeited.

The Initial Franchise Fee is fully earned by us upon payment and is used to defray our costs for initial training, pre-opening assistance, and to offset franchise recruitment expenses. The method we use to calculate the Initial Franchise Fee is uniform for all franchises, except, as described below, we offer a veterans' discount, existing franchise discount, and multi-territory discount.

Subject to market type, availability, and our discretion, at the time of signing your Franchise Agreement you may request the right to purchase additional territories. Each territory of 150,000 single-family households added to your Territory is referred to as an "Additional Territory" or "Additional Territories". Your Territories and Additional Territories are collectively referred to as your "Territory". When purchasing Additional Territories, subject to the following discounts for the purchase of Multiple Territories:

Total Territories Purchased	Cumulative Initial Franchise Fee
1	$49,500
2	$49,500
3	$74,500
4	$94,500
5	$114,500
6	$134,500
7	$152.000
8	$169,500
9	$187,000
10	$202,000

The Initial Franchise Fee is nonrefundable. The Initial Franchise Fee is payable in a lump sum upon execution of the Franchise Agreement.

The Territory is designated on Exhibit 1 of the Franchise Agreement.

(B) ROYALTY FEE

Franchisee shall pay to Franchisor a royalty equal to the greater of: (1) seven percent (7%) of Gross Sales; or (2) Six Hundred Dollars ($600) per calendar month or portion thereof during the term of this Agreement ("**Royalty Fee**"). "**Gross Sales**" means revenue derived from events performed or other payments Franchisee derives on account of the operation of the Franchised Business, and Franchisee's use of the Marks, determined on an accrual basis, including without limitation, revenues from all services performed and from sales of products, and excluding only sales taxes actually paid to governmental authorities and customer refunds made in good faith and in accordance with Franchisor's policy. Franchisor agrees to defer the minimum Royalty Fee for the first sixty (60) days of operation of the Franchised Business.

(C) ADVERTISING FEE

Franchisee must contribute one percent (1%) of Gross Sales per each calendar month or portion thereof during the term of this Agreement ("**Advertising Fee**") to an advertising fund that Franchisor administers ("**Advertising Fund**").

(D) DUE DATE AND METHOD OF PAYMENT

Franchisee shall pay the Royalty Fee, Advertising Fee, and Technology Fee on a monthly basis on the 3rd day of the month for the preceding month. Payments shall be made by electronic funds transfer, and Franchisee shall execute and deliver such instruments as are necessary and appropriate to permit such transfers. Unless otherwise agreed by both parties, Franchisor will initiate collection of payment via ACH on the 3rd day of the month for the preceding month's revenues using a Monday-Sunday period. Franchisor shall have the right to vary the frequency of the due date. Franchisor also has the right to vary the method of payment of all amounts due hereunder from time to time including, without limitation, requiring Franchisee to pay by credit card or by debiting Franchisee's business checking account. The Royalty Fee and the Advertising Fee are non-refundable. If Franchisee makes a payment utilizing one or more credit cards, Franchisor may assess a service fee of four percent (4%) of the amount of the payment.

(E) TECHNOLOGY FEE

Franchisee shall pay to Franchisor a nonrefundable technology fee ("**Technology Fee**") of Two-Hundred Dollars ($200) per Trailer per month, payable on the 3rd day of the month for the preceding month. The Technology Fee covers software, access to the managed ads marketing program, ongoing automated lead nurturing and prospecting systems, use of custom portal, marketing website, customer portal, PartyLink system, local email marketing, online booking, phone system, call tree, and two (2) email address through Google Workspace, managed ads and any additional technology such as Web Tools we provide to you. We may increase the Technology Fee upon thirty (30) days written notice to you.

(F) NONPAYMENT

If Franchisor does not receive Franchisee's Royalty Fee, Advertising Fee or any other payment due hereunder by the dates they are due, Franchisee acknowledges that, in addition to exercising all other rights and remedies that Franchisor has, Franchisor may terminate this Agreement.

(G) CHARGE ON LATE PAYMENTS

In addition to all other rights and remedies that accrue to Franchisor, late or overdue payments shall bear interest after the due date at the rate of four percent (4%) per month, not to exceed the highest applicable rate allowed by law. Any invoice more than 7 days late will incur a one-time $50 charge in addition to any interest accrued. Franchisee acknowledges that this provision does not constitute agreement by Franchisor to accept such payments after they are due or a commitment to extend credit to, or otherwise finance such amounts.

(H) NO WITHHOLDING OF PAYMENT

Franchisee agrees that Franchisee will not, on the grounds of the alleged nonperformance by Franchisor or its Affiliates of any of its obligations under this Agreement or any other, or for any other reason whatsoever, withhold payment of any amounts due, nor shall Franchisee have any right of offset.

(I) APPLICATION OF PAYMENTS; RIGHT OF OFFSET

Notwithstanding any designation by Franchisee, Franchisor shall have discretion to apply any payments by Franchisee to any current or past due indebtedness of Franchisee. In addition, Franchisor shall have the right to offset any amounts due to it or its affiliates against any amounts to be paid to Franchisee.

(J) COLLECTION COSTS

If we are required to retain an attorney or collection agency to collect any delinquent payments or past due amounts from you, we may collect the fees, costs, and/or other expenses we incur in conjunction with such efforts to collect from you. You will pay us all amounts owed in conjunction with any such collection efforts within ten (10) days of receipt of a request from us for such payment.

(K) ANNUAL CONFERENCE AND TRAINING FEE

You shall pay to us, at least two (2) months prior the date of our Annual Conference, an Annual Conference Fee to offset the costs associated with planning and executing our Annual Conference. The Annual Conference Fee currently ranges between $550-$950 per person. Franchisor reserves the right to increase this fee, upon written notice to Franchisee, if the expenses associated with planning and executing the Annual Conference increase.

9. REPORTING AND RECORD KEEPING

(A) COMPUTER SYSTEM

In addition to the Proprietary Software, Franchisee shall purchase or lease and install computer hardware and software ("**Computer System**") which meets or exceeds Franchisor's specifications. Franchisor or its affiliate may develop additional proprietary software programs for use in the System, which Franchisor may also require Franchisee to use. Franchisee further agrees to execute any and all agreements and pay license fees in connection with any additional software Franchisor develops or designates. Franchisee understands and agrees that both technological and operational developments may require Franchisee to upgrade or replace components of, or the entire, Computer System and any software during the term of this Agreement. Franchisee will upgrade, replace or expand the Computer System and any software as required from time to time by Franchisor. Franchisee acknowledges that Franchisor will have access to the information on the Computer System and any software and will be able to download it.

(B) RECORDKEEPING

Franchisee shall use recordkeeping and accounting software specified and approved by Franchisor in Franchisee's operation of its GameTruck Franchised Business. The required recordkeeping and accounting software shall be specified in the Manual.

(C) REPORTS

With each payment of the Royalty Fee and Advertising Fee, Franchisee shall also deliver to Franchisor a Gross Sales report in a format designated or approved by Franchisor. Within thirty (30) days after the close of each calendar month and within ninety (90) days after the close of each fiscal year of Franchisee during the term of this Agreement, Franchisee shall provide to Franchisor a Gross Sales report, monthly profit and loss statement utilizing the approved chart of accounts and utilizing the company's approved submittal software. For the annual statement, Franchisee shall submit a balance sheet, on such forms as Franchisor may require, prepared in accordance with U.S. generally accepted accounting principles. Franchisee shall also submit to Franchisor the annual tax return by April 15, as well as other such financial and non-financial reports and information as Franchisor may request. These statements and reports shall be certified as true and correct by Franchisee. Each such report shall be in the format described above and present the information required by or described in the Manual. Franchisor may charge Franchisee a fee of $250 per month (a "Non-Reporting Fee") for each report required by this Section that is not timely delivered to Franchisor.

(D) SHARING OF INFORMATION

Franchisee acknowledges that Franchisor may be required by law, regulation or other legal requirement, or may deem it advisable, to disclose information regarding Franchisee or the operation of the Franchised Business, including without limitation, costs, revenues, earnings or other financial performance information. Such disclosure may include disclosure to prospective or existing franchisees or other third parties. Franchisee agrees that Franchisor shall be entitled to disclose such information and that Franchisor shall have the right to determine the extent and manner in which such disclosure will be made. If Franchisor does not have the information necessary for the disclosure Franchisor determines it will make, Franchisee shall provide such information to Franchisor promptly upon Franchisor's request.

10. ADVERTISING

(A) ADVERTISING FUND

Franchisee agrees and acknowledges that Advertising Fees may be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds and may be deemed an asset of Franchisor. Franchisor will administratively segregate the Advertising Fund on its books and records. Franchisor will use the Advertising Fund for the purpose of promoting the System as a whole and increasing the goodwill associated with the Marks. Franchisor will conduct such advertising and marketing of the System and its services as Franchisor deems desirable to promote and enhance the reputation of the System and the Marks. Franchisee understands, acknowledges and agrees that all decisions regarding advertising and marketing, including without limitation the type, quantity, timing, placement and choice of media, market areas and advertising agencies shall be made by Franchisor, and shall be final and binding. Franchisee agrees and acknowledges that all costs of the formulation, development and production of any advertising and promotion (including without limitation the proportional compensation of Franchisor's employees who devote time and render services in connection with such advertising and promotional programs and the administration, accounting and collection of the Advertising Fees) will be paid from the Advertising Fund. Franchisor does not have any obligation to make expenditures that are proportional or equivalent to Franchisee's Advertising Fees in Franchisee's market area, nor does Franchisor represent that Franchisee will benefit directly or pro rata from the placement of advertising.

(B) LOCAL ADVERTISING AND MARKETING

Franchisee shall conduct local advertising and marketing in the Territory. Franchisee agrees to spend the greater of: (1) ten percent (10%) of Gross Sales; or (2) One Thousand Dollars ($1,000.00) per month; on local approved advertising and marketing. Franchisee shall keep accurate records of such expenditures, and shall submit to Franchisor evidence of such expenditures for each calendar month on or before the tenth (10th) day immediately following the last day of the calendar month during which such expenditures were made.

(C) APPROVAL OF ADVERTISING

All advertising copy and other materials Franchisee proposes to use shall be consistent with the quality and general overall advertising and promotional campaigns used in the System. Franchisee shall submit all proposed advertising material to Franchisor in advance of publication and shall use only such advertising copy and materials as have been approved in writing by Franchisor. Franchisee agrees and acknowledges that the copyright for any advertising or other materials that Franchisee develops for the Franchised Business shall automatically be assigned to Franchisor without any further action by the parties required.

(D) NO FIDUCIARY DUTY

Nothing in this Section or anywhere in this Agreement creates a fiduciary relationship between the parties, nor shall anything herein be deemed to create any trust duties between the parties. No covenant shall be implied to vary or interpret the terms of this Agreement.

11. INSPECTION RIGHTS

(A) TIMING AND SCOPE

Franchisor and its representatives shall have the right, at any time, with or without notice, to monitor and observe the conduct of the Franchised Business for the purpose of determining

compliance with the requirements of this Agreement, for conducting quality assurance audits and for any other purpose connected with the System. In addition, Franchisor and its representatives and designees shall have the right, without prior notice to Franchisee, to inspect the Tow Vehicles and Trailers and to inspect and request copies of any and all business records and documents of Franchisee relating in any way to the operation of the business licensed hereunder. Franchisee shall fully cooperate with Franchisor or any such representative or designee making, requiring, conducting, supervising or observing any such inspection. Franchisor may notify Franchisee of any deficiencies whereupon Franchisee shall immediately take all corrective action required by Franchisor.

(B) RECORDS

Franchisor's representatives shall have the right at all times during normal business hours to confer with employees and customers of the Franchised Business, and to inspect and audit Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Franchised Business. All such books, records and tax returns shall be kept and maintained for at least three (3) years after their creation at the premises where Franchisee maintains the Computer System, or such other place as may be agreed to from time to time in writing by the parties. If any such inspection or audit reveals that the Gross Sales reported in any report or statement are less than the actual Gross Sales ascertained by such inspection, then Franchisee shall immediately pay Franchisor the additional amount of Royalty Fees, Advertising Fees and any other fees owing by reason of the understatement of Gross Sales previously reported, together with interest as provided in Section 8H above. In the event that any report or statement understates Gross Sales by more than two percent (2%) of the actual Gross Sales ascertained by Franchisor's inspection, Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, and in addition to any other remedies and rights Franchisor may have, pay and reimburse Franchisor for any and all reasonable expenses incurred in connection with its inspection and audit, including, but not limited to, reasonable accounting and legal fees, travel expenses, room and board and compensation for Franchisor's representatives. Such payments shall be without prejudice to any other rights or remedies Franchisor may have under this Agreement or otherwise.

12. MARKS, PATENT AND COPYRIGHT

(A) OWNERSHIP OF MARKS AND GOODWILL

Franchisee's right to use the Marks is derived solely from, and is subject to, the terms and conditions of this Agreement. Such right is limited to the operation of the Franchised Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by Franchisor. Franchisee acknowledges that Franchisor owns and has the right to use and sublicense the use of the Marks. Franchisee agrees not to contest or oppose, or to assist anyone else to contest or oppose, directly or indirectly, Franchisor's ownership or use of, application for, or registration of, or the validity or enforceability of, any of the Marks. Franchisee also agrees not to acquire or use any trademarks that are similar or identical to the Marks. Franchisee agrees that its usage of the Marks and any goodwill established thereby shall inure to the exclusive benefit of Franchisor.

(B) LIMITATIONS ON FRANCHISEE'S USE OF MARKS AND TRADE DRESS

If local laws require that Franchisee file a registration stating that Franchisee is conducting business under an assumed name or trade name, Franchisee shall state in such document that it is conducting such business as a franchisee of Franchisor. Franchisee shall not use any of the Marks or similar words or colorable imitations thereof as part of any name of any corporation, partnership, limited liability company or other business entity, or with any other prefix, suffix or

other modifying words, terms, designs or symbols, or in any modified form or as part of any domain name, web address or similar electronic use; nor may Franchisee use any of the Marks in connection with the sale of any unauthorized products or service or in any other manner not explicitly authorized in writing by Franchisor. Franchisee will not use or display, or permit the use or display, of the trademarks, trade names, service marks, insignias, logotypes or any other commercial symbols or trade dress of any other person or entity in connection with the Franchised Business without the prior written consent of Franchisor, or as expressly permitted in the Manual.

(C) DEFENSE OF MARKS, PATENT AND COPYRIGHT

(1) In the event that Franchisee receives notice or learns of a claim, suit, demand or proceeding against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks, or of any of Franchisor's copyrights, Franchisee shall promptly notify Franchisor of such claim, suit, demand or proceeding. Franchisee shall have no power, right, or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Provided that Franchisee is in full compliance with this Agreement, Franchisor shall defend and indemnify Franchisee against any claim by a third party against Franchisee for Franchisee's use of the Marks or copyrights in accordance with this Agreement, using attorneys of Franchisor's choosing. Franchisor may elect to compromise or settle any such claim, at its sole discretion. Franchisee agrees to cooperate fully with Franchisor in connection with any such defense. Franchisee irrevocably grants Franchisor authority and power of attorney to defend or settle such claims, demands, suits or proceedings.

(2) In the event that Franchisee receives notice or is informed or learns that any third party, that Franchisee believes to be unauthorized to use the Marks or any of Franchisor's copyrights, is using the Marks or any variants thereof or is using any of Franchisor's copyrights, Franchisee shall promptly notify Franchisor. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to undertake any action against such third party on account of said person's alleged infringement of the Marks or copyrights. In the event the Franchisor undertakes such action, it shall have the authority and power of attorney to defend or settle such action. Franchisee agrees to render such assistance as Franchisor shall reasonably demand to carry out the prosecution of any such action. Franchisee shall have no right to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of said alleged infringement.

(D) COPYRIGHT

Franchisee acknowledges that Franchisor has developed, and may further develop during the term of this Agreement, certain artistic designs, word combinations and other materials designated for use by Franchisee. Franchisee acknowledges that Franchisor retains all right, title and interest thereto as provided by copyright law to the originator of works and, further, that Franchisee is licensed to use such copyrighted materials solely in accordance with the terms and during the term of this Agreement.

(E) DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time in Franchisor's sole discretion for Franchisee to modify or discontinue use of any Mark or use one or more additional or substitute marks or items, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Mark and to accept, use and display such additional marks or items of trade dress within a reasonable time after notice thereof by Franchisor but in no event more than thirty (30) days after receiving notice from the Franchisor. Franchisor shall not be obligated to compensate

Franchisee for any costs incurred by Franchisee in connection with any such addition, modification or discontinuance.

13. COMPETITION

(A) FRANCHISEE'S COVENANT NOT TO COMPETE

(1) Franchisee acknowledges that Franchisor could not protect the Proprietary Information or the Trade Secrets against unauthorized use or disclosure and could not achieve a free exchange of ideas and information among owners of Franchised Businesses if Franchisee held interests in any competitive business. Franchisee acknowledges that Franchisor grants the rights to Franchisee in part in consideration of, and in reliance upon, Franchisee's agreement to deal exclusively with Franchisor. Therefore, Franchisee shall not at any time during the term of this Agreement, individually or in conjunction with any person or entity, have any interest as an owner, investor, shareholder, partner, member, lender, director, officer, manager, employee, consultant, guarantor, representative, or agent or in any other manner whatsoever, directly or indirectly, carry on or be engaged in, financially or otherwise, or advise in the establishment or operation of any business involving or related to the video game entertainment field, or any similar business. Furthermore, Franchisee shall not induce or encourage any GameTruck personnel to leave the GameTruck business (whether Franchisee or Franchisor or affiliate owned).

(2) In addition, for the Non-Competition Period (as defined below) in the Business Territory (as defined below), Franchisee shall not (i) carry on, be engaged in or advise in the establishment or operation of any business involving or related to the video game entertainment field or similar business except pursuant to Franchise Agreements with Franchisor, or (ii) induce or encourage any GameTruck personnel to leave the GameTruck business (whether franchisee, Franchisor or affiliate owned).

(a) The "**Non-Competition Period**" means a period of two years following the termination or expiration of the Franchise Agreement, unless a court of competent jurisdiction determines that that period is unenforceable under applicable law because it is too long, in which case the Non-Competition Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: 18 months, 12 months, 6 months, 4 months, or 3 months following the termination or expiration of the Franchise Agreement. Franchisee agrees and acknowledges that this restriction represents only a limited and reasonable restriction on Franchisee's ability to conduct a competing business and that the purpose of this covenant is not to deprive Franchisee of a means of livelihood, and will not do so, but is rather to protect the goodwill and interest of Franchisor and the System.

(b) The "**Business Territory**" means any county in the United States in which a GameTruck video game entertainment business operates under one or more of the Marks, unless a court of competent jurisdiction determines that geographic scope is too broad, in which case the Business Territory shall be amended to be the maximum area from the list below determined by a court of competent jurisdiction to be reasonable: (i) any area within 100 miles of any location within Franchisee's Territory; (ii) any area within 75 miles of any location within Franchisee's Territory; (iii) any area within 50 miles of any location within Franchisee's Territory; (iv) any area within 25 miles of any location within Franchisee's Territory; (v) any area within 10 miles of any location within Franchisee's Territory; (vi) within Franchisee's Territory.

(B) ACTIVITIES OF OTHER PERSONS

The activities of Franchisee's immediate family, Franchisee's owners, officers, directors, shareholders, trusts, trustees, subsidiaries, parent companies, partners, agents and employees or any enterprise in which any of them owns, directly or indirectly, any equity interest (except for investments totaling less than one percent (1%) of the stock of publicly held corporations), for

purposes of this Section 13, shall be deemed to be activities of Franchisee. Upon Franchisor's request, Franchisee shall obtain the signature of any such persons on non-disclosure and non-competition agreements in a form acceptable to Franchisor. Franchisee shall use its best efforts to cause such other persons to observe the terms of those agreements.

14. TERMINATION

The following provisions are in addition to and not in limitation of any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies.

(A) By Franchisee

Franchisee may not terminate this Agreement for any reason without Franchisor's advanced written consent, which Franchisor has the right to grant or deny for any reason or no reason.

(B) By Franchisor WITH NOTICE AND NO OPPORTUNITY TO CURE

This Agreement shall immediately terminate on delivery of notice of termination to Franchisee by Franchisor upon the occurrence of any of the following events, each of which is deemed to be an incurable breach of this Agreement and each of which is deemed to be "good cause." If Franchisee:

(1) becomes insolvent or admits in writing Franchisee's inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, files a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like or if such a petition is filed by a third party, or if an application for a receiver is made by anyone and such petition or application is not resolved favorably to Franchisee within ninety (90) days;

(2) abandons the Franchised Business by failing to operate it for five (5) consecutive business days or for any shorter period in such circumstances that render reasonable the conclusion that Franchisee does not intend to continue operating the Franchised Business, unless such failure is due to disaster or similar reasons beyond Franchisee's control;

(3) has made any material misrepresentation or omission in the application for the Franchised Business or in any report that Franchisee submits to Franchisor pursuant to this Agreement;

(4) is convicted by a trial court of or pleads no contest to a felony or other crime or offense or engages in conduct that reflects materially and unfavorably upon the operation and reputation of Franchisor, the System or the Franchised Business, or if any Principal is convicted of or pleads no contest to a felony or other crime or offense or engages in such conduct;

(5) attempts to make or makes an unauthorized assignment, encumbrance or other transfer of Franchisee's rights or obligations under this Agreement;

(6) is a party to any other agreement with Franchisor or its affiliates that is terminated for Franchisee's breach thereof;

(7) makes any unauthorized use of the Marks or Trade Secrets or makes any duplication or disclosure of any Trade Secrets including but not limited to any portion of the Manual;

(8) fails on three (3) or more separate occasions during the term of this Agreement to pay on a timely basis any fees payable hereunder or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice is delivered to

Franchisee and whether or not such failures to comply relate to the same or different requirements of this Agreement;

(9) shall at any time have the Franchised Business or its assets or premises seized, taken over or foreclosed by a government official in the exercise of such official's duties, or by a creditor, lien holder or lessor of Franchisee, or a writ or levy of execution shall issue against the franchise granted hereunder or the goods and chattels of Franchisee;

(10) fails, for a period of three (3) days after notification of noncompliance, to comply with any federal, state or local law or regulations applicable to the operation of the Franchised Business;

(11) intentionally under-reports its Gross Sales to Franchisor;

(12) offers unauthorized games or other content, including without limitation, pornographic or adult games;

(13) if Franchisee's rights under any license or permit required for the operation of the Franchised Business are suspended, terminated or interrupted.

(14) if a judgment against Franchisee in the amount of more than Five Thousand Dollars ($5,000.00) remains unsatisfied (unless an appeal is filed or a supersedes bond is secured) for a period of more than thirty (30) days;

(15) if Franchisor determines, in its sole discretion, that continued operation of the Franchised Business by Franchisee will result in danger to public health or safety; or

(16) if the United States government designates Franchisee or any person mentioned in Section 13B hereof a "specially designated national" or "blocked person."

(C) By Franchisor WITH NOTICE AND OPPORTUNITY TO CURE

This Agreement shall terminate upon Franchisee's failure to cure any of the following, each of which is deemed to be "good cause":

(1) noncompliance with any requirement in this Agreement not listed in Subsection A above within thirty (30) days after notice thereof is delivered to Franchisee; or

(2) failure to make payments to Franchisor for any amounts due within five (5) days after notice thereof is delivered to Franchisee.

(D) NO WAIVER

The description of any default in any notice served upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination hereof.

(E) ENFORCEMENT

Franchisee agrees and acknowledges that Franchisor's decision to enforce or not to enforce compliance with its rules and regulations by other franchisees shall not affect Franchisor's right to enforce such rules and regulations against Franchisee, even under similar circumstances.

15. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

(A) PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Franchisee agrees to pay Franchisor immediately after the effective date of termination or expiration of this Agreement, all amounts due to Franchisor and all other amounts owed to Franchisor or its affiliates which are then unpaid.

(B) PURCHASE OPTION

Within thirty (30) days after the effective date of termination or expiration of this Agreement, Franchisor may, at its option, notify Franchisee that Franchisor on behalf of itself or its nominee desires to purchase all or any portion of the assets of the Franchised Business from Franchisee, including without limitation, Trailers, Tow Vehicles, or other equipment or supplies used in the operation of the Franchised Business. The purchase price for any asset Franchisor elects to purchase shall be the fair market value of such asset without giving effect to goodwill. The fair market value shall be determined by mutual agreement of the parties. If they are unable to agree, the fair market value shall be book value.

(C) MARKS

After the termination or expiration of this Agreement, Franchisee will:

(1) at Franchisor's option, return or destroy (and if destroyed, Franchisee must set forth with particularity in a writing signed by Franchisee or a principal thereof the items destroyed) all items bearing any Marks;

(2) comply with the covenants provided in Section 13 above;

(3) stop using the Marks and the System and return to Franchisor all copies of the Manual and all other Proprietary Information, including, without limitation, marketing material, and other materials containing the Marks as well as any lists of customers and contact information;

(4) stop all use of all telephone numbers, facsimile numbers, e-mail addresses, home pages, sub-domain names, web sites and the like that are associated with the Franchised Business and cooperate with Franchisor in causing all applicable telephone companies and other service providers to reassign such numbers and addresses and names to Franchisor or its nominee including, without limitation, signing transfer forms upon the execution of this Agreement or upon demand by Franchisor for use by Franchisor upon expiration or termination of this Agreement;

(5) refrain from soliciting customers of the Franchised Business, and turn over all customer client information and data to Franchisor;

(6) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Marks;

(7) refrain from making any disparaging comments regarding Franchisor or the System;

(8) de-identify any Trailers and Tow Vehicles, including repainting and removing any GameTruck graphic wrap so that it does not indicate any connection with Franchisor or the System; and

(9) comply with all further requirements set forth in the Manual.

(D) CONTINUING OBLIGATIONS

All obligations of the parties that expressly or by nature survive the expiration or termination of this Agreement, including without limitation, Sections 7, 12, 13 and 17 shall continue in full force and effect subsequent to and notwithstanding its expiration or termination until they are satisfied in full or by nature expire.

16. ASSIGNMENT, TRANSFER AND ENCUMBRANCE

(A) BY FRANCHISOR

This Agreement is fully transferable and assignable by Franchisor, in whole or in part, and shall inure to the benefit of any assignee, transferee or other legal successor to its interest herein.

(B) BY FRANCHISEE

(1) The rights granted to Franchisee in this Agreement are personal to Franchisee and Franchisee acknowledges that Franchisor is entering into this Agreement in reliance upon and in consideration of the individual character, skill, attitude, business ability and financial capacity of Franchisee or, if Franchisee is a corporation, partnership, limited liability company or other entity, of its principal owners and officers or partners. Accordingly, Franchisee shall not transfer (as defined below) this Agreement or any interest therein without Franchisor's written consent and without offering Franchisor a right of first refusal. Any attempt at a transfer that violates the provisions of this Section shall constitute a material breach of this Agreement and shall convey no right or interest in this Agreement. A transfer by an individual Franchisee to an entity that is wholly owned by the individual Franchisee and the sole business of which is the operation of the business contemplated by this Agreement shall not be subject to the Franchisor's right of first refusal nor shall Franchisee be required to pay the transfer fee set forth in subsection 16B(3)(d) below; provided that Franchisee notifies Franchisor in advance of the transfer and provides Franchisor with all documents Franchisor deems necessary or advisable, including without limitation, an assumption agreement and personal guaranty by Franchisee as an individual. Franchisee shall reimburse Franchisor for its expenses in documenting such a transfer.

(2) For purposes hereof, "**transfer**" means any voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by Franchisee, in whole or in part, of any interest in this Agreement, any interest in the Franchised Business or more than twenty-five percent (25%) of the ownership of Franchisee (either by one or by a series of transfers), if Franchisee is a corporation, partnership, limited liability company or other entity. "Transfer" shall also include, in the event of an individual Franchisee's death, a transfer to the surviving spouse or domestic partner, heirs, estate or other representative of Franchisee ("**Survivor**").

(3) Franchisor may require fulfillment of any or all of the following conditions precedent to the granting of consent to any transfer:

(a) there shall be no existing default in the performance of Franchisee's obligations under this Agreement or under any other Agreement with Franchisor or any of its affiliates;

(b) the proposed transferee shall be qualified according to Franchisor's then-current standards for new franchisees including obtaining all necessary permits and licenses for operation, and shall have successfully completed Franchisor's initial training program;

(c) the proposed transferee shall have executed Franchisor's then-current standard franchise agreement for a term of years equal to the remaining term of this Agreement, the proposed transferee shall have executed all ancillary agreements then required by Franchisor and all holders of an equity interest in the proposed transferee (if an entity) shall have executed Franchisor's then-current form of Guaranty Agreement;

(d) Franchisee shall have paid to Franchisor a transfer fee of: (i) $5,000 if transfer is to an existing GameTruck franchisee; $10,000 if transferee is not an existing GameTruck franchise.

(e) Franchisee (and its owners if Franchisee is a corporation or other entity) shall have executed a general release in a form acceptable to Franchisor of any and all claims against Franchisor and its officers, directors, employees, affiliates, shareholders, representatives and agents;

(f) Franchisee must reimburse Franchisor for all expenses incurred in connection with the transfer; and

(g) Transferee must not be a specially designated national or blocked person as designated by the Office of Foreign Assets Control ("**OFAC**") or any similar state or federal agency.

(4) Franchisor's consent to any transfer shall not constitute a waiver of any claim that Franchisor may have against Franchisee or its owner(s), or of Franchisor's right to demand strict compliance with this Agreement.

(5) No interest in this Agreement or the franchise shall be the subject of a lien, security interest or pledge either in favor of Franchisee as part of a transfer, or otherwise.

(C) FRANCHISOR'S RIGHT OF FIRST REFUSAL

Franchisee shall provide Franchisor with complete information on the proposed transferee and terms of the proposed transfer. Within thirty (30) days of receipt of the complete information and documents by Franchisor, Franchisor will inform Franchisee (1) whether it will exercise its right of first refusal, and (2) if not, whether it will consent to the transfer. In the event that Franchisor notifies Franchisee that it will exercise its right of first refusal, except as provided below, Franchisor or its nominee will accept the transfer upon the same terms and conditions as set forth in the instruments and documents which embodied the proposed transfer. Franchisor or its nominee shall not be required, by exercise of such right of first refusal, to perform obligations of the proposed transferee which are merely incidental to the transfer (e.g., employment agreements in favor of individuals, and brokers or finder's fees to be paid by the proposed transferee to or on behalf of Franchisee or any principal of Franchisee). Moreover, Franchisor shall have not less than thirty (30) days from the delivery of Franchisor's notice of exercise to consummate the transfer. If Franchisor elects not to exercise its right of first refusal and consents to the proposed transferee, Franchisee may consummate the proposed transfer, but only upon the terms and conditions set forth in the notice submitted to Franchisor. Franchisee's failure to then consummate the transfer within thirty (30) days after Franchisor's notice that it will not exercise its right of refusal (or the expiration of any time periods set forth above), or a change in the terms and conditions of the transfer, shall each be deemed a new transfer, and shall require Franchisee to obtain Franchisor's consent and to offer Franchisor a right of first refusal.

(D) DEATH OR PERMANENT DISABILITY

If Franchisee, or the principal of a Franchisee that is not an individual, dies or is permanently disabled in a manner that prohibits operation of the Franchised Business, the Survivor or the Franchisee, as applicable, or in the case of permanent disability, the Franchisee's representative shall, within one hundred eighty (180) days of such death or determination of permanent disability, either (i) meet all of the qualifications required of franchisees, demonstrate he, she or it is legally entitled to Franchisee's rights, and obtain consents from the required authorities for transfer of licenses and any other operations requirements, if necessary, or (ii) shall transfer the Franchise Agreement. Franchisee must not be in default under this Agreement or under any other agreement with Franchisor or its affiliate, and must pay all of the Franchisor's expenses incurred in connection with Franchisor's evaluation and training for Franchisor's Survivor or representative.

17. INDEMNIFICATION OF FRANCHISOR

Franchisee shall, during the term of this Agreement and after the termination or expiration of this Agreement, protect, defend, indemnify and hold the Franchisor, and its affiliates and associates, licensors, officers, directors, shareholders, employees, agents, representatives and assignees harmless against any and all liability for all claims of every kind or nature arising in any way out of or relating to Franchisee's actions or failure to act, whether personal or in connection with the operation of the Franchised Business, any other actions or failure to act by Franchisee, its agents or representatives or any breach of this Agreement. For purposes of this indemnification, "claims" means and includes all obligations, actual and consequential damages, losses, claims, demands, liens, reckonings, accounts and costs incurred in the defense of any claim (such as, by way of illustration, but not limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). Franchisor shall have the right to defend any such claim against it with counsel of its own choosing and Franchisee agrees to cooperate fully with Franchisor in connection with the defense of any claim. Franchisee shall have no right to settle or refuse to settle any claim; Franchisee shall retain all right to do so. In addition, Franchisee agrees to cooperate fully with Franchisor in any claims brought by or against Franchisor.

18. MISCELLANEOUS

(A) FORCE MAJEURE

In the event of a natural disaster such as an earthquake, flood, hurricane or fire or a strike, lockout, epidemic, pandemic, government shutdown, or labor controversy or the happening of any extraordinary event beyond the control of one of the parties which results in the inability of that party to operate or to provide the services contemplated by this Agreement, there shall be no obligation on the part of that party to operate or to provide such services during the period when such party is unable to do so.

(B) GRAMMAR

The masculine of any pronoun will include the feminine and the neuter thereof, and the singular of any noun or pronoun shall include the plural, or vice versa, wherever the context requires.

(C) INTERPRETATION

References in the Agreement to actions, rights, decisions or options to be exercised in the Franchisor's discretion shall mean the sole, absolute and unfettered discretion of the Franchisor. When calculating the date upon which or the time within which any act is to be done, the date which is the reference date in calculating such period shall be excluded. If the last day of such

period is not a business day, the period in question shall end on the next business day. The terms of this Agreement shall not be interpreted or construed in favor of or against any party on the ground that one party was the purported draftsman hereof.

(D) SECTION HEADINGS

Section headings are for convenience of reference only and should not be construed as part of this Agreement nor should they limit or define the meaning of any provision herein.

(E) NON-WAIVER

No failure by either party to take action on account of any default of the other party, whether in a single instance or repeatedly, and no course of dealing of the parties in variance with the terms hereof constitutes a waiver of any such default or of the performance required of either party by this Agreement. No express waiver by either party of any provision or performance hereunder or of any default by the other party constitutes a waiver of any other or future provision, performance or default. No waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party. The parties may in their sole respective discretion elect from time to time to waive obligations of one another under this Agreement upon such terms and conditions as they may, in their sole respective discretion, set forth in such written waiver.

(F) NO EXEMPLARY DAMAGES

Neither party to this Agreement shall assert against the other party, any claim for special, exemplary or punitive damages arising out of the Franchisor-Franchisee relationship, the formation or performance of this Agreement, any breach of this Agreement, or the operation of the Franchised Business.

(G) INVALIDITY AND SEVERABILITY

If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision or portion thereof shall be deemed modified to the extent necessary to render the same valid, or as not applicable to the given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision or portion thereof had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or portions thereof, or including such provisions or portions thereof only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision or portion thereof of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section will operate upon such provision or portion thereof only to the extent that the laws of such jurisdiction are applicable. Any determination as to the enforceability of the dispute resolution provisions of this Agreement shall only be made by a court of competent jurisdiction in the county in which Franchisor’s headquarters is located, currently Maricopa County, Arizona.

(H) NOTICES

Any notice or demand given or made pursuant to the terms of this Agreement will be made in writing and delivered by personal service, facsimile, e-mail, overnight delivery, or first class, registered or certified mail (postage prepaid) to such address as may be designated from time to time by the relevant party, and which will initially be as set forth as follows:

GameTruck Licensing, LLC
315 W. Elliot Rd. #107-619
Tempe, AZ 85284
Attn: Brandon Wiele
Telephone: (480) 269-7040
Email: Brandon@gametruck.com

If given to Franchisee:

Telephone: _____

_____

Email: _____

Any notice sent by certified mail will be deemed to have been given three (3) days after the date on which it is mailed. All other notices will be deemed given when sent if sent by facsimile or e-mail or personal delivery, and one (1) business day after being sent by overnight mail. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

(I) ENTIRE AGREEMENT; MODIFICATION

This Agreement, any documents executed contemporaneously herewith that expressly reference this Agreement and any documents referred to herein constitute and contain the entire Agreement and understanding of the parties with respect to the subject matter hereof. There are no representations, undertakings, agreements, terms, or conditions not contained or referred to herein; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document that Franchisor provided to Franchisee. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the subject matter hereof, provided that it shall not abrogate, impair, release or extinguish any debt, obligation or liability otherwise existing between the parties. This Agreement may not be modified or amended except by a written amendment executed by both parties.

(J) CONTROLLING LAW; DISPUTE RESOLUTION; ATTORNEYS' FEES AND EQUITABLE RELIEF

(1) This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of Delaware without giving effect to its provision regarding choice of laws; provided, however, that the Lanham Act (15 U.S.C. 1051 et seq.), shall also apply to the provisions concerning the Marks.

(2) Except as provided in subsection (5) below, upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (in each case, a "**Dispute**"), the Dispute shall first be submitted to mediation on an expedited basis in the city in which Franchisor's headquarters is located, currently Tempe, Arizona, administered by the Judicial Arbitration and Mediation Service ("**JAMS**"), or its successor, in accordance with the JAMS rules and procedures then in effect. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested, with the expectation that the first mediation session shall occur within forty-five (45) days of such written request. The party seeking the mediation must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claims under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. The parties will cooperate with JAMS and with one another in selecting a neutral mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The mediator must be a retired

judge, or an attorney experienced in complex commercial transactions. If the parties are unable to select the mediator within ten (10) business days after receipt of the mediation notice by JAMS, then JAMS shall designate the mediator. The parties' covenant that they will (i) participate in the mediation in good faith, (ii) share equally in the costs of the mediator and related JAMS administrative costs, and (iii) pay in advance the estimated reasonable fees and costs of the mediation, as may be specified in advance by the mediator. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any reference, arbitration, litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. In the event it is necessary, any party may file a motion to compel the other party to participate in the mediation and the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees in connection with such motion. If the Dispute is not resolved within ten (10) business days after the first mediation session, either party may (a) give written notice to JAMS and the other party that the mediation is terminated and (b) submit any remaining Dispute to binding arbitration pursuant to Section 18(J)(3) below.

(3) If the parties are unable to resolve the Dispute pursuant to subsection 18(J)(2) above, then the parties shall submit the Dispute to final and binding arbitration in the city in which Franchisor's headquarters is located, currently Tempe, Arizona, administered by JAMS, or its successor, in accordance with the rules and procedures of JAMS then in effect. The parties agree that any and all Disputes that are submitted to arbitration in accordance with this Agreement shall be decided by one (1) neutral arbitrator who is a retired judge or attorney is experienced in complex commercial transactions. If the parties are unable to agree on an arbitrator, JAMS shall designate the arbitrator. The parties will cooperate with JAMS and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable JAMS procedures. The arbitration shall be conducted in accordance with the JAMS Comprehensive Rules. Any party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The party seeking arbitration must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claims under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The parties expressly acknowledge and understand that by entering into this Agreement, they each are waiving their respective rights to have any Dispute between the parties hereto adjudicated by a court or by a jury.

(4) The parties recognize that their relationship is unique, and that each franchisee is situated differently from all other franchisees, and that no one franchisee can adequately represent the interest of others. Therefore, the parties agree that any arbitration, suit, action or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.

(5) The prevailing party in any legal proceeding will be entitled to recover as an element of such party's cost of arbitration, suit or proceeding, and not as damages, reasonable attorneys' fees to be fixed by the arbitrator or by the court. Nothing in this Agreement shall be construed as limiting or precluding either party from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, without the necessity of posting a bond (and

if bond shall nevertheless be required, the parties agree that the sum of One Hundred Dollars ($100.00) shall be sufficient bond), in connection with the Marks, Trade Dress, Proprietary Information or Trade Secrets. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at any time, including without limitation, during the pendency of an arbitration or other proceeding. This covenant shall be independent, severable and enforceable notwithstanding any other rights or remedies which such party may have.

(K) RELATIONSHIP OF PARTIES

(1) It is expressly agreed that the parties intend, by entering into this Agreement, to establish the relationship of franchisor and franchisee. Neither Franchisor nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

(2) Franchisor will not have the power to hire or fire Franchisee's employees and/or independent contractors. Franchisee alone is responsible for all employment decisions and functions of its Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. All employees or independent contractors hired by or working for Franchisee will be Franchisee's employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or subject to Franchisor's control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency.

(3) Franchisee agrees to hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from the Franchisor. Franchisee further agrees that it alone will ensure that its Franchised Business complies with all applicable federal, state, and local laws and regulations, including labor and employment laws. Franchisor will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and Franchisee agrees to indemnify Franchisor for any such liabilities it incurs. Franchisee agrees that any direction Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing Franchisee's own policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel well-versed in employment law.

(L) TIME OF THE ESSENCE

In all respects, time shall be of the essence hereof.

(M) COMPLIANCE WITH LOCAL LAW

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions. Franchisor reserves the right to challenge the applicability of any such law or rule.

(N) SPOUSAL CONSENT

Franchisee's spouse or domestic partner or, the spouse or domestic partners of all owners of Franchisee if Franchisee is an entity, shall execute a spousal consent in the form attached hereto as Exhibit 2.

(O) ENTITY FRANCHISEES

(1) If Franchisee is a partnership, Franchisee shall deliver to Franchisor a copy of its current partnership agreement prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all restated partnership agreements and any amendments to the partnership agreement marked to indicate changes since the date of the partnership agreement previously delivered to Franchisor. If Franchisee is a corporation, Franchisee shall deliver to Franchisor a copy of its certificate or articles of incorporation, or other charter documents and all amendments thereto, and a copy of its current bylaws, prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate or articles of incorporation or other charter documents and its current bylaws, marked to indicate changes since the date of the certificate or articles, bylaws or other charter documents previously delivered to Franchisor. If Franchisee is a limited liability company, Franchisee shall deliver to Franchisor copies of its certificate of formation or articles of organization, its operating agreement and other charter documents, and all amendments thereto. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate of formation or articles of organization, operating agreement and other charter documents, marked to indicate changes since the date of the articles, agreement or other documents previously delivered to Franchisor.

(2) If Franchisee is a corporation, partnership, limited liability company or other entity, Exhibit 3 shall be completed and delivered together with this Franchise Agreement. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information contained in Exhibit 3.

(3) If Franchisee is a corporation or otherwise issues ownership certificates, all securities shall be affixed with the following legend conspicuously on the face of the certificate evidencing the issuance thereof:

"The transfer of the shares/ownership interest represented by this certificate is subject to the terms and conditions of the Franchise Agreement entered into with GameTruck Licensing, LLC dated _____, ____, a copy of which is on filed with the Secretary of this corporation/entity."

(P) APPROVALS, CONSENTS AND GUARANTIES

If Franchisee is a corporation, a partnership, a limited liability company or other entity, Franchisor shall not be bound unless all shareholders, general partners or members of Franchisee, as applicable, have read and approved this Agreement and further agree that any restriction applicable to the corporation, partnership, limited liability company or other entity shall also apply to them individually and collectively (including the prohibition on their ability to transfer their interests in the Franchisee) and further agree, if Franchisor so requires, to personally, jointly and severally, guarantee the performance of Franchisee under the terms of this Agreement by executing the form of guaranty set forth in Exhibit 4 attached hereto.

(Q) STATUTE OF LIMITATIONS

The parties hereby acknowledge and agree that any suit, action or other proceeding relating to this Agreement must be brought within one (1) year after the occurrence of the act or omission that is the subject of the suit, action or other legal proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated on the first page hereof.

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT 1
TERRITORY

1. The territory consists of the zip codes in the attached map:

2. Franchisee acknowledges that the population of the territory is a minimum of 150,000 Single-family households.

This Exhibit 1 (Territory 1) is acknowledged and agreed to this __ day of _____ by:

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT 2
SPOUSAL CONSENT

The undersigned each being the spouse or domestic partner of a Franchisee (or the spouse or domestic partner of an owner of the Franchisee) hereby states.

1. That he or she has read and understands the Franchise Agreement and the Franchise Disclosure Document; and

2. That he or she consents to the terms and conditions of the Franchise Agreement, including but not limited to those concerning transfer, and

3. That he or she consents to execution of the Franchise Agreement by Franchisee; and

4. That he or she consents to execution of the Guaranty and Assumption of Franchisee's Obligations.

_____
(Signature)

_____
(Print Name)

_____
(Date)

EXHIBIT 3
INFORMATION REGARDING NON-INDIVIDUAL FRANCHISEES

1. If Franchisee is a corporation or partnership or other entity, there is set forth below the name, address, title and percentage ownership of each shareholder, partner or member of Franchisee:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

2. If Franchisee is a corporation or limited liability company, there is set forth below the name, address and title of each officer and director or manager of Franchisee:

NAME	ADDRESS	TITLE

The address where Franchisee's records are maintained is:

_____

_____

_____

3. There is set forth below the name, address and title of each of Franchisee's principal officers or partners who will be devoting their full time efforts to the operation of the licensed business.

NAME	**ADDRESS**	**TITLE**

_____
(Signature)

By:_____
(Print Name and Title of Person Completing Exhibit)

Date:_____

EXHIBIT 4
AGREEMENT TO BE BOUND AND TO GUARANTEE

This Agreement to Be Bound and to Guarantee ("**Agreement"**), is dated as of the date stated at the end of this Agreement, and executed by the guarantors identified in Section 19 of this Agreement (each a "**Guarantor"**) in favor of **GAMETRUCK LICENSING, LLC**, ("**Franchisor"**).

WHEREAS, as an inducement for Franchisor to execute and deliver, and to perform its obligations under, that certain Franchise Agreement ("**Franchise Agreement"**), dated as of the date stated in Section 19 of this Agreement, by and between Franchisor and the Franchisee identified in Section 19 of this Agreement ("**Franchisee"**), Guarantor has agreed to jointly and severally guarantee the obligations of Franchisee to Franchisor and its Affiliates, including, without limitation, obligations under the Franchisee Agreement executed in connection therewith and to be bound by certain of the provisions contained in the Franchisee Agreement.

WHEREAS, Guarantor owns, directly or indirectly, a 5% or greater equity interest in Franchisee.

WHEREAS, Guarantor acknowledges and agrees that Franchisor will materially rely upon Guarantor's obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the execution and delivery of the Franchisee Agreement by Franchisor, and the performance of Franchisor's obligations thereunder, Guarantor agrees, for the benefit of Franchisor and its Affiliates (as defined in the Franchisee Agreement), as follows:

1. GUARANTY.

Guarantor unconditionally guarantees and promises to pay to Franchisor and/or its Affiliates and to perform, for the benefit of Franchisor and/or its Affiliates, on demand, any and all obligations and liabilities of Franchisee in connection with, with respect to or arising out of the Franchisee Agreement as well as any other agreements executed by Franchisee in conjunction with the Franchisee Agreement, if applicable, executed in connection therewith and/or any other agreement with Franchisor or its Affiliates. For purposes of this Agreement, the term "Affiliate" shall mean any person or Entity who directly or indirectly, is under common control with the Franchisor.

2. CONFIDENTIALITY.

(A) Guarantor acknowledges that Franchisor is engaged in a highly competitive business, the success of which is dependent upon, among other things, trade secrets and other confidential and Proprietary Information, processes, materials and rights relating to the development, promotion and operation of the GameTruck business (as defined in the Franchisee Agreement), including, without limitation, Franchisor's Confidential Operations Manual, method of operation, processes, techniques, formulae and procedures (collectively, the "Proprietary Information"). Guarantor further acknowledges that the Proprietary Information constitutes valuable trade secrets.

(B) Guarantor agrees not to use for any purpose, or disclose or reveal (and must cause all of Franchisee's directors, officers and employees not to use for any purpose, or disclose or reveal), during the term of this Agreement or forever thereafter, to any person any contents of Franchisor's Confidential Operations Manual, any Proprietary Information or any other information relating to the operation of the GameTruck business. Guarantor must fully and strictly comply with

all security measures prescribed by Franchisor for maintaining the confidentiality of all Proprietary Information.

(C) Guarantor acknowledges that to breach his or her obligations under this Section 2 would cause damage to Franchisor and to Franchisor's other franchisees and that Guarantor would be liable for this damage.

(D) Notwithstanding the foregoing, the following will not be subject to the provisions of this Section 2:

(1) Information which is in the public domain as of the date of receipt by Franchisee;

(2) Information which is known to Franchisee prior to the date of receipt by Franchisee;

(3) Information which becomes known to the public without a breach of the provisions of this Section 2 of the Agreement or any other agreement executed in connection with the Franchisee Agreement; and

(4) Information which is required by law to be disclosed or revealed, but only strictly to the extent required by law.

3. COVENANT NOT TO COMPETE.

(A) Guarantor acknowledges and agrees that: (a) pursuant to this Agreement, Guarantor will have access to the Confidential Information; (b) the System and the opportunities, associations and experience established by us and acquired by Guarantor under this Agreement are of substantial and material value; (c) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (d) we would be unable to adequately protect the System and the Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among GameTruck businesses if our franchisees were permitted to hold interests in "Competing Businesses" (which are defined as any business involving or related to the video game entertainment field). Guarantor acknowledges that restrictions on his/her right to hold interests in, or perform services for Competing Businesses will not hinder Guarantor's activities. Guarantor expressly acknowledge that Guarantor possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the restrictions contained in this Section will not deprive Guarantor of his/her personal goodwill or ability to earn a living.

(B) Guarantor therefore agrees that, during the term of this Agreement and for the "Non-Competition Period" following the Guarantor expiration or earlier termination of this Agreement, Guarantor will not, either directly or indirectly, individually, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, limited liability company, or other Entity:

(1) own, maintain, operate, engage in, franchise or license, advise, help, make loans to, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competing Business;

(2) knowingly employ or seek to employ any person then employed by us or employed by any GameTruck franchisee as a manager or higher, or otherwise directly or indirectly induce such person to leave his or her employment without our prior written consent; or

(3) divert or attempt to divert, by direct or indirect inducement or otherwise, any actual or potential business or patient of any GameTruck business to a Competing Business.

(C) For purposes of this Agreement, "Non-Competition Period" means a period of two years following the termination or expiration of the Franchise Agreement, unless a court of competent jurisdiction determines that that period is unenforceable under applicable law because it is too long, in which case the Non-Competition Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: 18 months, 12 months, 6 months, 4 months, or 3 months following the termination or expiration of the Franchise Agreement. Franchisee agrees and acknowledges that this restriction represents only a limited and reasonable restriction on Franchisee's ability to conduct a competing business and that the purpose of this covenant is not to deprive Franchisee of a means of livelihood, and will not do so, but is rather to protect the goodwill and interest of Franchisor and the System.

(D) During the term of this Agreement, there is no geographical limitation on the restrictions contained in this Section 3. During the Non-Competition Period, these restrictions will apply in the Business Territory. The "Business Territory" means any county in the United States in which a GameTruck video game entertainment business operates under one or more of the Marks, unless a court of competent jurisdiction determines that geographic scope is too broad, in which case the Business Territory shall be amended to be the maximum area from the list below determined by a court of competent jurisdiction to be reasonable: (i) any area within 100 miles of any location within Franchisee's Territory; (ii) any area within 75 miles of any location within Franchisee's Territory; (iii) any area within 50 miles of any location within Franchisee's Territory; (iv) any area within 25 miles of any location within Franchisee's Territory; (v) any area within 10 miles of any location within Franchisee's Territory; (vi) within Franchisee's Territory.

(E) If, at any time during the Non-Competition Period, Guarantor fails to comply with his/her obligations contained in this Section 3, that period of noncompliance will not be credited toward the satisfaction of Guarantor's obligations under this Section 3. These restrictions also apply after Transfers, as provided in the Franchise Agreement. Equity ownership of less than 2% of a Competing Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 3.

(F) If any restriction in this Section 3 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Guarantor and we agree that the covenant will be enforced to the fullest extent permissible under the Laws and public policies applied in the jurisdiction whose law determines the covenant's validity. Specifically, if any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable.

(G) Guarantor agrees to obtain similar covenants from the personnel and persons we specify, including Guarantor's officers, directors, managers and other employees who attend our training programs or have access to Confidential Information and Guarantor's immediate family members (which include spouse or domestic partners, domestic partners, children and such other persons as we may specify following our review of your franchise application and proposed operations and ownership structure). We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

(1) In addition, for the Non-Competition Period (as defined below) in the Business Territory (as defined below), Franchisee shall not (i) carry on, be engaged in or advise in the establishment or operation of any business involving or related to the video game entertainment field or similar business except pursuant to Franchise Agreements with Franchisor, or (ii) induce or encourage any GameTruck personnel to leave the GameTruck business (whether franchisee, Franchisor or affiliate owned).

4. RESTRICTION ON HIRING. Guarantor may not, during the term of this Agreement and for the one-year period after the expiration or termination of this Agreement for any reason, directly or indirectly (as an owner, partner, director, officer, employee, manager, consultant, shareholder, representative, agent, lender or otherwise), employ, hire or engage as an independent contractor or otherwise any person who is or was (at any time during the term of this Agreement) employed or engaged as an independent contractor or otherwise by Franchisor or any of its affiliates.

5. USE OF NAME AND LIKENESS. Franchisor will be entitled to use the name, likeness and voice of Guarantor for purposes of promoting the franchise, Franchisor and its products, including, without limitation, all photos and audio and video recordings, and Guarantor hereby irrevocably consents thereto. Guarantor acknowledges that Franchisor will own all right, title and interest, to the extent allowed by law, in all rights of integrity, disclosure and publication and any other rights that may be known as or referred to as moral rights, artist's rights, publicity rights or the like associated with such photos and audio and video recordings, and assigns and transfers unto Franchisor the full and exclusive right, title, and interest to such publicity rights.

6. INNOVATIONS. Guarantor may conceive, invent, create, design and/or develop various ideas, techniques, methods, processes and procedures, formulae, software, code, systems, products, packaging or other concepts and features relating to video games, mobile entertainment products and services, video game trailers, laser tag, and other group entertainment offerings (the "Innovations"). Guarantor assigns any and all of its rights, title, and interest in the Innovations, including, without limitation, any intellectual property rights, to Franchisor, and also agrees to cooperate with Franchisor and its counsel in the protection of the Innovations, including, without limitation, the perfecting of title thereto.

7. COPYRIGHTS; WORKS-FOR-HIRE; SOLICITATION. All advertising and promotional materials generated by or for Franchisee or its officers, managers or employees for Franchisee will be deemed a work-made-for-hire, and all ownership rights, including, without limitation, any copyrights, in such advertising and promotional materials are hereby assigned to Franchisor. In addition, Guarantor will cooperate in the protecting any items or materials suitable for copyright protection by Franchisor. Guarantor must not solicit other franchisees or Franchisees, or use the lists of franchisees and Franchisees, for any commercial or other purpose other than purposes directly related to the operation of the GameTruck business.

8. GUARANTY OF PAYMENT. This is a guaranty of payment and not of collection. This Agreement will remain in full force and effect until all amounts payable by Guarantor shall have been validly, finally and irrevocably paid in full and all obligations to be performed by Guarantor shall have been validly, finally and irrevocably performed in full.

9. WAIVER. Guarantor hereby waives all requirements as to presentment for payment, protest, diligence and demand and notice of acceptance, default, protest, demand, dishonor and nonpayment, and all benefits and requirements of Arizona Revised Statutes Section 12-1641, et seq., and Rule 17(f) of the Arizona Rules of Civil Procedure for the Superior Courts of Arizona, which describe certain rights and obligations among guarantors, debtors and creditors, if applicable. This Agreement will not be affected in any way by (a) the absence of any action to obtain such amounts from Franchisee or any other Guarantor or indemnitor or of any recourse to

any security for such amounts or (b) any extension, waiver, compromise or release of any or all of the obligations of Franchisee or any Guarantor.

10. SUBROGATION. Guarantor hereby agrees that he will not exercise any rights of subrogation which he may acquire due to any payment or performance of the obligations of Franchisee pursuant to this Agreement unless and until all amounts payable to Franchisor or its Affiliates, and all obligations for the benefit of Franchisor or its Affiliates, shall have been validly, finally, and irrevocably paid and performed in full.

11. REASONABLE RESTRAINTS; REMEDIES. Guarantor acknowledges that the covenants contained in this Agreement (including, without limitation, the territorial and time restraints) are reasonable and necessary and agrees that her failure to adhere strictly to the restrictions contained herein will cause substantial and irreparable damage to Franchisor, Franchisee and to Franchisor's other franchisees. In the event of any breach by Guarantor of any of the terms of this Agreement, Franchisor and/or Franchisee will be entitled to institute and prosecute proceedings, at law or in equity, in any court of competent jurisdiction, to obtain an injunction to enforce the provisions of this Agreement and to pursue any other remedy to which Franchisor and/or Franchisee may be entitled. Guarantor agrees that the rights conveyed by this Agreement are of a unique and special nature and that Franchisor's and Franchisee's remedy at law for any breach would be inadequate and agrees and consents that temporary or permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision hereof, without the necessity of posting bond therefor or proof of actual damages.

12. ENFORCEABILITY. If the scope of any restriction contained in this Agreement is too broad to permit the enforcement of such restriction to its fullest extent, then such restriction will be enforced to the maximum extent permitted by law, and Guarantor hereby consents and agrees that such scope may be judicially limited or modified accordingly in any proceeding brought to enforce such restriction. Each covenant contained in this Agreement is independent and severable and, to the extent that any such covenant shall be declared by a court of competent jurisdiction to be illegal, invalid or unenforceable, such declaration will not affect the legality, validity or enforceability of any other provision contained herein or the legality, validity or enforceability of such covenant in any other jurisdiction.

13. NO WAIVER. No failure or delay on the part of Franchisor or its Affiliates in exercising its rights hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing, specifying with particularity the nature of the waiver. No waiver of any such right will be deemed a waiver of any other right hereunder. The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

14. ATTORNEYS' FEES. Guarantor will pay reasonable attorneys' fees and expenses and all other costs and expenses that may be incurred by Franchisor or its Affiliates in connection with enforcing this Agreement.

15. ARIZONA LAW TO GOVERN; JURISDICTION; RIGHT TO JURY TRIAL AND CLASS ACTION WAIVED; CERTAIN DAMAGES WAIVED; STATUTE OF LIMITATIONS.

(A) This Agreement will be governed by, and construed and enforced in accordance with, the law of Arizona, regardless of any conflict-of-law provisions to the contrary. Each party agrees that any litigation between the parties will be commenced and maintained only in the courts located in Maricopa County, Arizona, and each party consents to the jurisdiction of those courts; provided, however, that Franchisor may seek to obtain injunctive relief in any court that Franchisor may select.

(B) GUARANTOR HEREBY WAIVES THE RIGHT TO A JURY TRIAL, WAIVES THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION, AND WAIVES THE RIGHT TO SEEK OR COLLECT PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, GUARANTOR AGREES THAT ANY CLAIMS UNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS OF THE DATE ON WHICH THE UNDERLYING CAUSE OF ACTION ACCRUED, AND GUARANTOR HEREBY WAIVES ANY RIGHT TO BRING ANY SUCH ACTION AFTER SUCH TWO-YEAR PERIOD.

16. BINDING NATURE OF AGREEMENT. This Agreement will be binding upon Guarantor and her respective successors, heirs and assigns and will inure to the benefit of Franchisor, its Affiliates and their respective successors and assigns.

17. JOINT AND SEVERAL. If more than one person signs this Agreement as a Guarantor, his, her or its obligation will be joint and several.

18. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by each of the parties. The provisions of Section 18 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

19. FRANCHISEE AND GUARANTOR INFORMATION

Date of Franchise Agreement: _____

Name of Franchisee: _____

Printed Name(s) of Guarantor(s) _____

_____

_____

GUARANTOR SIGNATURES ON FOLLOWING PAGE

GUARANTOR SIGNATURES

GUARANTORS

_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Date: _____	Date: _____
Address: _____	Address: _____
_____	_____
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Date: _____	Date: _____
Address: _____	Address: _____
_____	_____

EXHIBIT 5
ADDENDA TO THE FRANCHISE AGREEMENT

ADDENDUM TO THE FRANCHISE AGREEMENT OF GAMETRUCK LICENSING LLC FOR THE STATE OF CALIFORNIA

The Registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

PURSUANT TO SECTION 310.114.1 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECTUION OF AGREEMENT.

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

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

IN WITNESS WHEREOF**,** the Parties have executed this Addendum to Franchise Agreement as of to be effective as of the Effective Date.

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT OF GAMETRUCK LICENSING LLC FOR THE STATE OF MARYLAND

1. The following proviso is added to the end of Subsection 1C(2)(f):

"Provided, however, that such release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. The following proviso is added to the end of Subsection 16B(3)(e):

"Provided, however, that such release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

3. The following sentences are added to Section 18J:

"Nothing in this paragraph shall prohibit a franchisee in Maryland from bringing an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise."

4. The following proviso is added to the end of Subsection 18Q:

"Provided, however, that this provision shall not reduce the statute of limitations afforded a franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law."

5. The following sentence is added to Section 19:

"These representations 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."

6. The following sentences are added to Section 8A:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisors completes its pre-opening obligations under the franchise agreement.

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.

The provisions of this Addendum only apply if the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT OF GAMETRUCK LICENSING LLC REQUIRED BY THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT OF GAMETRUCK LICENSING LLC REQUIRED BY THE small business administration (SBA Form 2462)

THIS ADDENDUM ("Addendum") is made and entered into on _____, by and between GameTruck Licensing, LLC, A Delaware Limited Liability Company ("Franchisor"),located at **315 W. Elliot Rd. #107-619, Tempe, AZ 85284** and _____("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- IF FRANCHISEE IS PROPOSING TO TRANSFER A PARTIAL INTEREST IN FRANCHISEE AND FRANCHISOR HAS AN OPTION TO PURCHASE OR A RIGHT OF FIRST REFUSAL WITH RESPECT TO THAT PARTIAL INTEREST, FRANCHISOR MAY EXERCISE SUCH OPTION OR RIGHT ONLY IF THE PROPOSED TRANSFEREE IS NOT A CURRENT OWNER OR FAMILY MEMBER OF A CURRENT OWNER OF FRANCHISEE. IF THE FRANCHISOR'S CONSENT IS REQUIRED FOR ANY TRANSFER (FULL OR PARTIAL), FRANCHISOR WILL NOT UNREASONABLY WITHHOLD SUCH CONSENT. IN THE EVENT OF AN APPROVED TRANSFER OF THE FRANCHISE INTEREST OR ANY PORTION THEREOF, THE TRANSFEROR WILL NOT BE LIABLE FOR THE ACTIONS OF THE TRANSFEREE FRANCHISEE.

FORCED SALE OF ASSETS

- IF FRANCHISOR HAS THE OPTION TO PURCHASE THE BUSINESS PERSONAL ASSETS UPON DEFAULT OR TERMINATION OF THE FRANCHISE AGREEMENT AND THE PARTIES ARE UNABLE TO AGREE ON THE VALUE OF THE ASSETS, THE VALUE WILL BE DETERMINED BY AN APPRAISER CHOSEN BY BOTH PARTIES. IF THE FRANCHISEE OWNS THE REAL ESTATE WHERE THE FRANCHISE LOCATION IS OPERATING, FRANCHISEE WILL NOT BE REQUIRED TO SELL THE REAL ESTATE UPON DEFAULT OR TERMINATION, BUT FRANCHISEE MAY BE REQUIRED TO LEASE THE REAL ESTATE FOR THE REMAINDER OF THE FRANCHISE TERM (EXCLUDING ADDITIONAL RENEWALS) FOR FAIR MARKET VALUE.

COVENANTS

- IF THE FRANCHISEE OWNS THE REAL ESTATE WHERE THE FRANCHISE LOCATION IS OPERATING, FRANCHISOR MAY NOT RECORD AGAINST THE REAL ESTATE ANY RESTRICTIONS ON THE USE OF THE PROPERTY, INCLUDING ANY RESTRICTIVE COVENANTS, BRANDING COVENANTS OR ENVIRONMENTAL USE RESTRICTIONS.

EMPLOYMENT

- FRANCHISOR WILL NOT DIRECTLY CONTROL (HIRE, FIRE OR SCHEDULE) FRANCHISEE'S EMPLOYEES.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

GAMETRUCK LICENSING, LLC ("Franchisor"):	**FRANCHISEE:**
_____	_____
(Signature)	(Signature)
By: _____	By: _____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

EXHIBIT D
TO FRANCHISE DISCLOSURE DOCUMENT
GAMETRUCK OPERATIONS MANUAL
TABLE OF CONTENTS

Page

I.	INTRODUCTION	1-5
II.	GETTING STARTED	6-17
III.	GAMETRUCK FRANCHISEE SERVICES	17-25
IV.	GAMETRUCK FRANCHISEE TRAINING REQUIREMENTS	26-29
V.	STAFF	30-51
VI.	ADVERTISING AND MARKETING	52-56
VII.	CUSTOMER SERVICE	59-62
VIII.	GAMETRUCK FRANCHISE OFFICE POLICIES	63-70
IX.	OPERATIONS	71-83
X.	EVENTS	84-97
XI.	GAMETRUCK TRAILER OPERATIONS	98-102
XII.	FINANCIAL MANAGEMENT – BOOKKEEPING	103-119
XIII.	FOOTNOTES AND REFERENCE LIST	120-120

EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT

The Franchise Agreement provides that the Franchisee must sign a General Release in a form satisfactory to GameTruck as a condition to renewal or transfer. Following is the form of General Release that GameTruck uses as of the date the Franchise Disclosure Document was prepared. It is subject to change at any time.

GENERAL RELEASE

1. In accordance with the requirements of the Franchise Agreement and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, a(n) _____ (" **Franchisee**") on behalf of itself and its Representatives hereby irrevocably and fully relieves, releases and forever discharges GameTruck Licensing, LLC, a Delaware limited liability company ("GameTruck") and its Representatives (the "**Releasees**") from the Claims, as those terms are defined below.

1.1 "**Franchise Agreement**" means the Franchise Agreement dated _____ between GameTruck and Franchisee.

1.2 "**Representatives**" means, as applicable, spouse or domestic partner, officers, directors, partners, stockholders, members, managers, employees, agents, representatives, attorneys, accountants, insurers, adjusters, trustees, affiliates, predecessors, successors, subsidiaries, parent corporations, heirs, executors, beneficiaries, administrators, assigns, and any and all persons or entities claiming any rights whatsoever from or through said parties.

1.3 "**Claims**" means any and all of the following:

(a) rights, claims (including claims of any predecessor in interest), complaints;

(b) debts, costs, liabilities, accounts, reckonings, compensation, charges, demands, agreements, contracts, covenants, representations;

(c) warranties, promises, undertakings, breaches of contract, breaches of duty, controversies, suits, judgments, losses, injuries, obligations, liens, expenses (including but not limited to attorneys' fees and costs); and

(d) damages, actions and causes of action of every kind and nature whatsoever; whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, which Franchisee and its Representatives may now or hereafter have, individually or collectively, against the Releasees based upon, arising out of, relating to or in connection with, any and all events, relationships, prior dealings, acts or omissions, agreements or any other thing which may have heretofore occurred or failed to have occurred through the date hereof, including but not limited to the Franchise Agreement. The Claims include, without limitation, any rights arising out of alleged violations of any contract or covenant, any tort and any legal restriction.

2. It is the intention of the parties that this instrument shall be effective as a full and final accord and satisfaction, and release of all Claims. In furtherance of this intention, Franchisee acknowledges that it has read and understands the significance and consequences of Section 1542 of the Civil Code of the State of California (and any similar statutes and principles of law in California and other jurisdictions) which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Nevertheless, Franchisee hereby waives and relinquishes every right or benefit which it has under Section 1542 of the Civil Code of the State of California (and any similar statute and principle of law), and under any similar law of any other applicable jurisdiction and understands the consequences of such waiver and assumes full responsibility for any injuries, damages and losses which it may incur in connection with this release. In connection with such waiver and relinquishment, Franchisee acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the Claims released, the subject matter of this Release or the Franchise Agreement, but that it intends hereby fully, finally and forever, to settle and release all claims, disputes and differences, known or unknown, suspected or unsuspected, foreseen or unforeseen, patent or latent, which now exist, may exist or heretofore existed between it and its Representatives, on the one hand, and Releasees, on the other hand. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, freely and voluntarily given, notwithstanding the discovery or existence of any additional or different facts. Franchisee has had the opportunity to consult with attorneys and other advisors of its choosing, and to conduct whatever investigation or inquiry it deems appropriate. Franchisee acknowledges that no representation, promise or inducement not contained in this Release or in the documents referred to in it was made to it. Franchisee further agrees that it has not and will forever refrain and forebear from commencing and instituting and prosecuting any lawsuit, action or other proceeding against the Releasees based on, arising out of, relating to or in connection with any Claims released hereunder. If any court of law, federal, state or other administrative agency, or any other forum, assumes jurisdiction of any charge, claim, suit or action on behalf of Franchisee or its Representatives, Franchisee will direct that agency, court or forum to withdraw or dismiss the matter with prejudice.

3. By executing this Release, Franchisee, for itself and its successors, represent and warrants that its representations herein are true and correct and that it has the right and authority to enter into and to accept the terms and covenants of this Release, and that no third party has or claims an interest in any of the Claims released hereby. Franchisee represents that it has not sold, assigned, transferred, conveyed, encumbered or otherwise disposed of any Claim or any recovery, settlement or portion thereof to which it may be entitled, or any interest in any Claim. Franchisee acknowledges that this Release shall be a complete defense to any Claim subject to the terms hereof. This Release shall not be deemed or construed as an admission of any fact, liability or responsibility by the Releasees at any time for any purpose.

4. This General Release shall be governed by and construed in accordance with the laws of the state of Delaware.

Date: _____, 20__ _____

_____
(Signature)

By:_____
(Print Name and Title of Person Completing Exhibit)

EXHIBIT F
State-Specific Addenda

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
GAMETRUCK LICENSING LLC REQUIRED BY THE STATE OF CALIFORNIA

The Registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

FOR FRANCHISEES OPERATING OUTLETS LOCATED IN CALIFORNIA, THE CALIFORNIA FRANCHISE INVESTMENT LAW AND THE CALIFORNIA FRANCHISE RELATIONS ACT WILL APPLY REGARDLESS OF THE CHOICE OF LAW OR DISPUTE RESOLUTION VENUE STATED ELSEWHERE. ANY LANGUAGE IN THE FRANCHISE AGREEMENT OR ANY AMENDMENT THERETO OR ANY AGREEMENT TO THE CONTRARY IS SUPERSEDED BY THIS CONDITION.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECTUION OF AGREEMENT.

Our URL address is www.gametruck.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Item 3, Litigation.

The following statement is added to Item 3:

> Neither Franchisor nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.,* suspending or expelling such parties from membership in such association or exchange.

Item 5, Initial Fees.

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

Item 6, Other Fees.

The highest interest rate allowed in California is ten percent (10%) per annum.

Item 17, Additional Disclosures.

The following statements are added to Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of the GameTruck franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

You must sign a general release if you transfer or renew your franchise. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

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

Pursuant to the CA 2023 Corporations Cod Book Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
(d) Violations of any provision of this division.

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
GAMETRUCK LICENSING LLC REQUIRED BY THE STATE OF MARYLAND

1. Item 5, Initial Fees. The following sentence are added at the end of Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisors completes its pre-opening obligations under the franchise agreement.

2. Item 11. A franchisee may obtain an accounting of advertising expenditures by requesting one. The franchisor is not required to audit the advertising fund.

3. Item 17 - Paragraph c. Any release required for renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Item 17 - Paragraph h. Provisions for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. Item 17 - Paragraph m. Any release required for transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

6. Item 17 - Paragraph v. You are permitted to bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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.

The provisions of this Addendum only apply if the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
GAMETRUCK LICENSING LLC REQUIRED BY THE STATE OF MICHIGAN

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

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

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

(c) 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.

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

(e) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment,

fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(f) 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.

(g) 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.

(i) 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:

(ii) The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

(iii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

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

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913. (517) 373-7117.

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
GAMETRUCK LICENSING LLC REQUIRED BY 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 SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

5. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum,"** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

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

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

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
GAMETRUCK LICENSING, LLC REQUIRED BY THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

EXHIBIT G
INFORMATION ON FRANCHISEES AND LOCATIONS

CURRENT FRANCHISEES AS OF DECEMBER 31, 2023

Location	Point of Contact	Franchisee Address	Telephone Number
AZ-Gilbert-East Valley	Kirk Keating	3798 S Shiloh Way, Gilbert, AZ 85297	(480) 559-9560
CA-Inland Empire West	Jimmy Trinh	14386 Wolfhound Street, Corona, CA 92880	(909) 295-8369
CA-LA-South Bay	Robert Buckley	2104 Valdez Dr., Rancho Palos Verdes, CA 90275	(909) 295-8369
CA-Orange County-Irvine	Joel Carlson	2781 McArthur Blvd. Suite #B-282, Santa Ana, CA 92704	(949)231-8801
CA-Sacramento	Allan Katzen	6100 Horseshoe Bar Road Suite #A-215, Loomis, CA 95650	(916)660-2020
CA-San Diego-North	Tony Jevne	197 Woodland Parkway Suite104 PMB 602, San Marcos, CA 92069	(951)675-2515
CA-San Jose	Vic Antipow	902 Tamarack Avenue, San Jose, CA 95128	(408)691-9144
CA-Temecula	Tony Jevne	26788 Rhapsody Court, Menifee, CA 92584	(951)675-2515
FL-Jacksonville	Kim Goodman	1413 Avondale Avenue, Jacksonville, FL 32205	(904) 900-0880
FL-Orlando	Jeff Ciafone	2727 Willow Creek Drive, Oviedo, FL 32765	(407)383-9111
GA-Atlanta West	Michael Honore	5060 Sophy Drive, Powder Springs, GA 30127	(678) 777-9028
GA-Atlanta-North	Julius Freeman	3826 Cardinal Oaks Circle, Orange Park, FL 32065	(678) 777-9028
IA-Des Moines	Brad Taylor	5725 Brookview Drive, West Des Moines, IA 50266	(515) 564-9111
IL-Chicago	Tom Bookless	320 Glenwood Drive Apt 102, Bloomingdale, IL 60108	(734) 564-9145
IL-Illiana	Adrian Balboa	115 Hillcrest St, Hobart, IN 46342	(219) 743-6604
IN – North Indy	Adrian Balboa	115 Hillcrest St, Hobart, IN 46342	(219) 743-6604
MD-Baltimore	Erik Maxwell	8529 High Timber CT, Ellicott City, MD 21043	(410) 370-3455
MN-Minneapolis	Brad Taylor	5725 Brookview Drive, West Des Moines, IA	(515) 564-9111
NC-Charlotte	Dwayne and Kisha Meekins	9910 Zackery Ave, Charlotte, NC 28277	(704) 900-7798
NE-Omaha	Brad Taylor	5725 Brookview Dr, West Des Moines, IA 50266	(515) 584-9111

Location	Point of Contact	Franchisee Address	Telephone Number
NJ-Berkeley Heights	Rick Jurgens	146 Chaucer Drive, Berkeley Heights, NJ 07922	(908) 300-6880
NJ-Cherry Hill	Mike Castrovinci	1307 Sherwood Drive, Westchester, PA 19380	(856) 298-1690
NJ-Clark	Gina Manning	42 Cromwell Court Clark NJ 07066, Clark, NJ 07066	(848)467-4758
NJ-Howell	Rich Lin	16 Leshin Lane, Highstown, NJ 08520	(732) 242-4003
NJ-Princeton	Rich Lin	16 Leshin Lane, Highstown, NJ 08520	(732) 242-4003
NY-Burroughs	David Schwartz	154 Hampton Rd, Garden City, NY 11530	(917) 617-7627
NY-Long Island	David Schwartz	154 Hampton Road, Garden City, NY 11530	(917) 617-7627
NY-Westchester	David Schwartz	154 Hampton Road, Garden City, NY 11530	(917) 617-7627
OH-Cleveland-Akron	Dylan Henson	7613 Traymore Ave., Brooklyn, OH 44144	(440) 344-3077
OH-Columbus	Greg Young	4272 Bristol Drive, Beavercreek, OH 45440	(937) 562-1484
OH-Dayton	Greg Young	4272 Bristol Drive, Beavercreek, OH 45440	(937) 562-1484
PA-Hershey	Alan Cherry	1578 Macintosh Way, Hummelstown, PA 17036	(717) 798-2716
PA-Philadelphia	Rich Lin	16 Leshin Lane, Highstown, NJ 08520	(732) 242-4003
TN - Knoxville	Theresa and Jeff Maples	PO Box 30965, Knoxville, TN 37930	(865) 456-9833
TX-Arlington	Kim Richardson	PO Box 1804, Cedar Hill, TX 75106	(214) 755-7363
TX-Austin	Kim Richardson	PO Box 1804, Cedar Hill, TX 75106	(214) 755-7363
TX-Dallas-Frisco	Kim Richardson	PO Box 1804, Cedar Hill, TX 75106	(214) 755-7363
TX-Dallas-Mid-Cities	Kim Richardson	PO Box 1804, Cedar Hill, TX 75106	(214) 755-7363
TX-Dallas-North	Ryan Lee	239 Green Acres, Murphy, TX 75094	(214) 621-4900
TX-El Paso	Chris Rubio	1530 E Yandell Drive, El Paso, TX 79902	(915) 227-9054
TX-Houston	Kim Richardson	11601 Shadow Creek Parkway Suite #111-191, Pearland, TX 77584	(832) 829-5552
TX-North Houston	Ivonne Robledo	22311 Hillington CT, Tomball, TX 77375	(832) 829-5551

Location	Point of Contact	Franchisee Address	Telephone Number
TX-San Antonio	Randy Klepetko	11910 Lost Meadows, Cibolo, TX 78108	(210) 643-0996
TX-San Marcos	David Speare	2880 Dauer Ranch Rd, New Braunfels, TX 78130	(830) 708-6748
VA-Northern VA/DC	Erik Maxwell	8529 High Timber CT, Ellicott City, MD 21043	(410) 370-3455
VA-Richmond	Joe Korzeniewski	3212 Grayland Avenue, Richmond, VA 23221	(804) 938-1337
WA-Gig Harbor	James Siegel	15709 14th Ave NW, Gig Harbor, WA 98332	(253) 509-4039

FRANCHISEES THAT LEFT THE SYSTEM IN 2023

Location	Point of Contact	Franchisee Address
CO-Denver	Alden Davidson	11706 Yellow Daisy Dr., Parker, CO 80134

FRANCHISEES THAT HAVE SIGNED FRANCHISE AGREEMENTS BUT ARE NOT OPEN

None.

EXHIBIT H
FRANCHISOR COMPLIANCE QUESTIONNAIRE

Questionnaire is not applicable in California.

Do not sign this Statement if you are a resident of Maryland or the business is to be operated in Maryland.

As you know, GameTruck Licensing, LLC ("Franchisor" or "GTL") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a franchised GameTruck business ("Franchised Business"). The purpose of this Compliance Questionnaire is to determine whether any statements or promises were made to you that GTL has not authorized and that may be untrue, inaccurate or misleading. Please review each question and statement carefully and provide honest and complete responses to each question and statement.

Question	Yes	No
1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
2. Have you received and personally reviewed the Disclosure Document we provided?		
3. Did you sign a receipt for the Disclosure Document indicating the date you received it?		
4. Do you understand all of the information contained in the Disclosure Document and all of the terms of the Franchise Agreement?		
5. Have you reviewed the Disclosure Document and the Franchise Agreement with a lawyer, accountant or other professional advisor?		
6. Have you discussed the benefits and risks of developing and operating a GameTruck Franchise Business with existing GameTruck franchisees?		
7. Do you understand the risks of developing and operating a GameTruck Franchise Business?		
8. Do you understand that the success or failure of your GameTruck will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?		
9. Do you understand that, subject to applicable state law, any applicable mediation, arbitration or litigation must take place in Arizona?		
10. Do you agree that no employee or other person speaking on our behalf has made any statement or promise regarding the costs involved in operating a GameTruck, or otherwise, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?		

Question	Yes	No
11. Do you agree that no employee or other person speaking on our behalf has made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn or the total amount of revenue a GameTruck will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?		
12. Do you understand that the Franchise Agreement and the exhibits to the Franchise Agreement and the Disclosure Document contain the entire agreement between us and you concerning your purchase of a GameTruck and that any oral or written statements, if any, not contained in the Franchise Agreement or Disclosure Document will not be binding?		

EXPLANATION OF ANY NEGATIVE RESPONSES. PLEASE PROVIDE ADDITIONAL PAGES IF NECESSARY [REFER TO QUESTION NUMBER]:

_____

_____

_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION AND STATEMENT CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS AND STATEMENTS.

FRANCHISE APPLICANT

_____
Signed

_____
Printed Name

Date: _____, 20___

EXHIBIT I
STATE EFFECIVE DATES

THE FOLLOWING STATES HAVE FRANCHISE LAWS THAT REQUIRE THAT THE FRANCHISE DISCLOSURE DOCUMENT BE REGISTERED OR FILED WITH THE STATES, OR BE EXEMPT FROM REGISTRATION: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN.

THIS DOCUMENT IS EFFECTIVE AND MAY BE USED IN THE FOLLOWING STATES, WHERE THE DOCUMENT IS FILED, REGISTERED, OR EXEMPT FROM REGISTRATION, AS OF THE EFFECTIVE DATE STATED BELOW:

State	Effective Date
California	
Maryland	
New York	
Wisconsin	

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.

EXHIBIT J
RECEIPTS

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 GameTruck Licensing, 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 requires that GameTruck Licensing, LLC give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If GameTruck Licensing, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The issuance date for this Franchise Disclosure Document is **May 20, 2024**.

I have received a disclosure document dated **May 20, 2024** that included the following Exhibits:

A. Directory of State Agencies & Administrators & Agent for Service of Process
B. Financial Statements
C. Franchise Agreement
D. Table of Contents of Operations Manual
E. General Release
F. State Specific Addenda
G. Information on Franchisees
H. State Effective Page
I. Receipts

Prospective Franchisee (Print Name)	Prospective Franchisee (Print Name)
Signature	Signature
Date	Date
Address, including City, State, Zip	Address including City, State, Zip
Area Code and Phone	Area Code and Phone

Instructions for returning the receipt: If the disclosure document is not delivered in person, the prospective franchisee must sign both copies of this Receipt, retaining one (1) for the prospective franchisee's records. The other copy must be sent via certified mail to the franchisor: GAMETRUCK LICENSING, LLC, Attn: Brandon Wiele, Chief Operations Officer, 315 W. Elliot Rd. #107-619, Tempe, AZ 85284.

Franchise seller's name:	Email:
Scott Novis	Scott@gametruck.com
Brandon Wiele	Brandon@gametruck.com
Principal business address:	315 W. Elliot Rd. #107-619, Tempe, AZ 85284
Telephone number:	**(480) 269-7040**

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Prospective Franchisee (Print Name)	Prospective Franchisee (Print Name)
Signature	Signature
Date	Date
Address, including City, State, Zip	Address including City, State, Zip
Area Code and Phone	Area Code and Phone

Instructions for returning the receipt: If the disclosure document is not delivered in person, the prospective franchisee must sign both copies of this Receipt, retaining one (1) for the prospective franchisee's records. The other copy must be sent via certified mail to the franchisor: GAMETRUCK LICENSING, LLC, Attn: Brandon Wiele, Chief Operations Officer, 315 W. Elliot Rd. #107-619, Tempe, AZ 85284.

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