FRANCHISE DISCLOSURE DOCUMENT

Top Shot Franchising, Inc.
a Wyoming corporation
6601 E. 10th Street
Indianapolis, IN 46219
(317) 500-4842
Website: www.Laserpmc.com
Email: mikew@laserpmc.com

We license the right to own and operate a "LaserPrecision Marksmanship Club™" Unit Franchise ("Unit Franchise") that provides customers with a real-time experience at a simulated firearms shooting range, including professional instruction, league competition, practical shooting drills and entertainment for birthdays, parties, corporate team building activities, and other associated activities.

The total investment necessary to begin operation of a LaserPrecision Marksmanship Club™ Unit Franchise is $169,660 to $284,100. This includes $47,000 that must be paid to us or our 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 us or our affiliate in connection with the proposed franchise sale. **Note, however that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mike Wilson, Chief Executive Officer, Top Shot Franchising, Inc, 6601 E. 10th Street, Indianapolis, IN 46219, (317) 500-4842.

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

Buying a franchise is a complex investment. The information 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. 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 31, 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 E.
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 D 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 LaserPrecision Marksmanship Club™ 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 LaserPrecision Marksmanship Club™ franchisee?	Item 20 or Exhibit E 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

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

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **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.

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

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

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

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

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EXHIBITS TO DISCLOSURE DOCUMENT:

A. STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
C. BRAND STANDARDS MANUAL: TABLE OF CONTENTS
D. FINANCIAL STATEMENTS
E. LIST OF FRANCHISEES
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H. STATE EFFECTIVE DATES
I. RECEIPTS

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Top Shot Franchising, Inc. ("we," "us," or "our"). "You" means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your principal shareholders, partners or members are referred to as "Owners".

The Franchisor

We are a Wyoming corporation formed on January 10, 2023. Our principal business and mailing address is 6601 E. 10th Street, Indianapolis, Indiana 46219. We do business under the names "Top Shot Franchising, Inc." and "LaserPrecision Marksmanship Club." We began offering LaserPrecision Marksmanship Club franchises in February 2023. We have never offered franchises in any other line of business and have never engaged in any other business activities. We do not currently operate any LaserPrecision Marksmanship Club businesses. We have one affiliate that owns and operates a "LaserPrecision Marksmanship Club™" business in Indiana. The names and addresses of our agents for service of process are disclosed in Exhibit A.

Parents, Predecessors and Affiliates

We have no parents, predecessors or affiliates that offer franchises in any lines of business or offer goods or services to our franchisees.

The Franchise

In this Disclosure Document, the term "Unit Franchise" means a LaserPrecision Marksmanship Club™ single-unit franchise. Each owner or operator of a Unit Franchise is referred to as a "Franchisee".

We currently offer and sell two types of businesses: 1) Unit Franchises; and 2) Area Representative Businesses, referred to as an "Area Representative". This Disclosure Document is for Unit Franchises only. Area Representative franchises are offered under a separate Disclosure Document for Area Representatives but are "on pause" for 2024. To acquire a Unit Franchise, you must sign our Franchise Agreement, which is attached as Exhibit B to this Disclosure Document.

We offer Unit Franchises for LaserPrecision Marksmanship Club businesses using the mark "LaserPrecision Marksmanship Club™", and our business systems, procedures and trade secrets (collectively, the "System"). Unit Franchises offer high-quality shooting and training experiences in a friendly and comfortable environment. Most Unit Franchises will be in retail or commercial locations. Each Unit Franchise will offer several services for shooting enthusiasts, including instructor led training for new or inexperienced shooters, advanced training using judgmental training techniques used by police and military organizations, competition shooting leagues, birthday parties and small group entertainment activities, individual range time, and corporate team building events. Under the Franchise Agreement, you must offer all Approved Products and Services that we may specify and may not offer any products or services we have not authorized. You will operate 1 LaserPrecision Marksmanship Club Unit Franchise for each Franchise Agreement you sign.

If you are interested in becoming a LaserPrecision Marksmanship Club franchisee, you may be asked to complete a confidential application and questionnaire when applying for consideration. This may include your authorization for us to do, at our discretion, various background checks on you, including making criminal and financial inquiries. This information will remain confidential.

Market and Competition

The market for the goods and services offered by a LaserPrecision Marksmanship Club™ Unit Franchise is well-developed and the shooting sports industry is highly competitive. As a Franchisee, you will compete with a variety of shooting ranges and other businesses offering similar products and experiences that may have financial, personnel, and technical resources far greater than us or you, including "live fire" firearms ranges.

Laws and Regulations

The shooting sports industry is highly regulated at the federal, state, and local levels. These laws and regulations include design and construction requirements and permits, including the Americans with Disabilities Act of 1990 which requires readily accessible accommodations for disabled persons. These laws and regulations may affect your building construction, site design, entrance ramps, doors, seating, and bathrooms, among other things. You should investigate the applicability of these and possibly other regulations in the area in which you are interested in locating your Unit Franchise and should consider both their effect and cost of compliance.

Your LaserPrecision Marksmanship Club™ Unit Franchise is subject to other laws and regulations, including state and local licensing, zoning and land use regulations. You must obtain real estate permits, where applicable, licenses and operational licenses. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but that apply to businesses generally.

We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your LaserPrecision Marksmanship Club™ Unit Franchise.

Item 2

BUSINESS EXPERIENCE

Mike Wilson – Chief Executive Officer

Mr. Wilson has been our Chief Executive Officer since January 2023. Mr. Wilson is the co-founder of our affiliate, Top Shot Firearms Simulator, Inc., in Indianapolis, IN, and has been its Chief Executive Officer since it was formed in May 2021. Mr. Wilson has been a Partner and Senior Financial Strategist for TNT Financial/The Veritas Group, Inc. in Zionsville, Indiana since August 2013.

Michael Nellinger – Chief Financial Officer and In-House Counsel

Mr. Nellinger has been our Chief Financial Officer since January 2023. Mr. Nellinger is the co-founder of our affiliate, Top Shot Firearms Simulator, Inc., in Indianapolis, Indiana, and has been its Chief Financial Officer since it was formed in May 2021. Mr. Nellinger has been the Chief Export Compliance Officer for Shintoa International Inc. in Indianapolis, Indiana since October 2019. Mr. Nellinger currently runs his own legal and financial consulting practice in Marion County, Indiana and surrounding counties. From April 2015 to December 2019, Mr. Nellinger was a Partner of Nellinger & Dunn LLP, located in Indianapolis, Indiana.

Item 3

LITIGATION

No litigation must be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information must be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee

You must pay to us an initial fee ("Initial Franchise Fee") of $47,000 when you sign your Franchise Agreement for each Unit Franchise you purchase. The Initial Franchise Fee is uniform for all new franchisees.

Discount for Purchase of Multiple Unit Franchises

If you purchase multiple Unit Franchises from us at the same time, the Initial Franchise Fee is as follows for each Unit Franchise you purchase from us:

First Unit Franchise	$47,000 (no discount)
Each Additional Unit Franchise	$37,000 ($10,000 discount)

Note that to qualify for the multiple Unit Franchise discount, you must sign a separate Franchise Agreement for each Unit Franchise and pay us the total Initial Franchise Fee due for all Unit Franchises you purchase at the same time.

Initial Training Fee

We will provide an opening supervisor to be on site at your Unit Franchise to assist you with your operational efficiency, staff training, Unit Franchise setup and grand opening. The opening supervisor is on site 1 day before the opening of your first Unit Franchise and for 1 day after the opening of your first Unit Franchise. You must reimburse us for the expenses that we incur for this opening supervisor. We estimate these expenses to range from $2,500 to $3,500 to cover the costs of lodging, food, and other miscellaneous expenses, plus travel expenses to and from your location.

Payment of Fees

The Initial Fees are fully earned and non-refundable in all or in part in consideration of administrative and other expenses we incur in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others.

Item 6

OTHER FEES

Fee (1)	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Revenues	Monthly by the 5th day of each calendar month for the preceding calendar month	See Note 2.
Advertising Fund	Currently 1% of Gross Revenues, but may increase up to 2%	Monthly by the 5th day of each calendar month for the preceding calendar month	See Note 2.
Relocation Fee	$5,000	On demand	Payable if you relocate the Unit Franchise to a new premises.
Interest	Lesser of (i) the highest commercial contract interest rate permitted by state law, and (ii) 18% per annum.	As incurred	Charged on any late payments.
NSF Fee	$25 per occurrence	As incurred	Payable to us if any payment to us is dishonored.
Audit Expenses	Cost of audit and inspection, plus reasonable accounting and legal expenses	On demand	Due if an audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required, or to furnish reports, records, information, or financial statements on a timely basis, or if an understatement of Gross Revenues for any period is determined by an audit to be greater than 2%.
Supplier Evaluation Fee	Reasonable cost of the inspection and the actual cost of the test	As incurred	Payable if you would like to purchase any items from any unapproved supplier, and you have submitted to us a written request for approval of the proposed supplier.
Fine for Sale of Unauthorized Goods or Services	$100 per day plus the associated royalty fees due and any costs we incur	As incurred	Payable if you offer or sell unauthorized goods or services.

Fee (1)	Amount	Due Date	Remarks
Product and Service Purchases	Varies depending on the product and service.	As incurred	Payable for products and services you purchase from us and/or our affiliates.
Insurance	Amount of premiums and related costs, administrative fee of $500 and late charges	On demand	Payable if you fail to maintain required insurance coverage and we obtain coverage for you.
Additional Training Fees	Then-current daily fee; currently $250 per day per person	As incurred	Payable to us if you or your designated employees fail to satisfactorily complete the initial training and must be retrained, for additional employees you want trained, or for any future training courses, meetings or the annual national conventions. If you fail to attend any of these required courses or meetings, we may charge you a non-attendance fee of $250 per day.
Location Assistance	Then-current daily fee; currently $300 per day per person, plus expenses	As incurred	If you request, we may provide you with our employee or agent to assist you with the operation of your Unit Franchise.
Renewal Fee	25% of the then current Initial Franchise Fee	On renewal	Payable on renewal of the Franchise Agreement.
Transfer Fee	30% of the then-existing Initial Franchise Fee	Before transfer completed	Applies to any transfer of the Franchise Agreement, the franchise, or a controlling interest in the franchise.
Related Party or Minority Interest Transfer Fee	$2,500	Before transfer completed	Applies if transfer is (i) a transfer of an ownership interest in you or your entity of less than 5%, or (ii) a transfer of any ownership interest in you or your entity, to a spouse, child, sibling, or parent, to trust or similar entity.
Management Expenses	All expenses we incur	As incurred	Payable if we choose to operate your Unit Franchise temporarily following your death or incapacity.
Management Expenses on Your Default	All expenses we incur plus 10% of Gross Revenues	As incurred	Payable if we choose to operate your Unit Franchise temporarily following your default of the Franchise Agreement.
Legal Costs and Attorney's Fees	All legal costs and attorneys' fees we incur	As incurred	Payable if we must enforce the Franchise Agreement, or defend our actions related to, or against your breach of, the Franchise Agreement.

Fee (1)	Amount	Due Date	Remarks
Indemnification	All amounts (including attorneys' fees) we incur or otherwise must pay	As incurred	Payable to indemnify us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors, and assigns against all claims, liabilities, costs, and expenses related to your ownership and operation of your franchise.
De-Identification	All amounts we incur	As incurred	Payable if we de-identify the franchise on its termination, relocation, or expiration.
Liquidated Damages	Aggregate Royalty Fees due to us during the 24 months immediately before termination	On termination	If the Franchise Agreement is terminated due to your default, you must pay us liquidated damages. If your Unit Franchise has not been open for 24 months before termination, liquidated damages will be the average Royalty Fees due under the Franchise Agreement for all months during which the Unit Franchise was open, multiplied by 24.

Explanatory Notes

(1) Unless otherwise indicated, all fees are payable only to us for our account, and we intend to impose them uniformly. All fees are nonrefundable. We require that all fees payable to us or our affiliates be paid through an electronic funds transfer, including automatic debits from your bank account, unless we specify otherwise. We have in the past, and may in the future, waive or defer some of the fees stated in the table. However, we will not do so unless we determine in our sole discretion that it is in the best interest of the System as a whole. All fees are non-refundable.

(2) "Gross Revenues" means the total of all revenue and receipts derived from the operation of the Unit Franchise, including all amounts received at or away from the Unit Franchise, or through the business the Unit Franchise conducts (such as fees from the sale of services and products, fees for the sale of any other services or products, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and all customer refunds and credits you actually make.

If you do not report your Unit Franchise's Gross Revenues, then we may debit your account for 120% of the Royalty Fee and Advertising Fee amounts that we debited during the previous payment. If the Royalty Fee and Advertising Fee amounts we debit are less than the Royalty Fee and Advertising Fee amounts you actually owe us (once we determine the actual Gross Revenues), then we will debit your account for the balance on the day we specify. If the Royalty Fee and Advertising Fee amount we debit is greater than the Royalty Fee and Advertising Fee amount you actually owe us, then we will credit the excess amount, without interest, against the Royalty Fee and Advertising Fees next due.

(3) We have not established any cooperatives. Therefore, no company-owned or affiliate owned locations have any voting power in any cooperative.

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	$47,000	$47,000	Lump sum	When you sign the Franchise Agreement	Us
Security Deposits (See Note 1)	$2,315	$8,000	As agreed	Before opening	Landlord and/or utility companies
Lease Expenses (3 months) (See Note 2)	$6,945	$12,000	As agreed	As agreed	Landlord
Leasehold Improvements (See Note 3)	$1,000	$25,000	As agreed	Before opening	Landlord or construction contractors
Architecture and Design	$0	$5,000	As Agreed	Before opening	Vendors
Signage and Displays (See Note 4)	$1,000	$6,000	As agreed	Before opening	Vendors
Furniture and Fixtures (See Note 5)	$5,000	$10,000	As agreed	Before opening	Vendors
Simulators and Related Equipment (See Note 6)	$70,000	$90,000	As agreed	As incurred	Vendors
Supplies and Inventory (See Note 7)	$2,500	$5,000	As agreed	As incurred	Vendors
Computer System (See Note 8)	$1,500	$3,500	As agreed	As incurred	Vendors
POS and Scheduling Software Fee (See Note 9)	$1,800	$1,800	As agreed	As incurred	Vendors
Training Expenses, including salaries and travel (See Note 10)	$2,500	$3,500	As agreed	Before opening	Third-parties
Initial Training Fee	$2,500	$3,500	As agreed	Before opening	Us
Security System (set up plus 3-months) (See Note 11)	$0	$1,500	As agreed	Before opening	Vendors
Telephone System	$50	$300	As agreed	Before opening	Vendors
Business Licenses and Permits (See Note 12)	$300	$3,000	As required	Before opening	Governmental agencies
Professional Fees (See Note 13)	$1,000	$5,000	As agreed	Before opening	Attorneys, accountants, and other professionals

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure	**Amount**		**Method Of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low	**High**			
Insurance Deposits and Premiums (See Note 14)	$2,250	$5,000	As agreed	As incurred	Insurance companies
Grand Opening and Initial Marketing (3 months)	$12,000	$24,000	As agreed	Before opening	Vendors
Additional Funds (3 months) (See Note 15)	$10,000	$25,000	As agreed	As incurred	Vendors
TOTAL ESTIMATED INITIAL INVESTMENT (See Note 16)	**$169,660**	**$284,100**			

Explanatory Notes:

*These estimated initial expenses are our best estimate of the range of costs you may incur in establishing and operating your franchise. Our estimates are based on our experience, and our current requirements for Unit Franchises. The factors underlying our estimates may vary depending on a number of variables, and the actual investment you make in developing and opening your franchise may be greater or less than the estimates given, depending on the location of your franchise, specific cost structure, and current relevant market conditions, especially those for occupancy costs, marketing expenses and labor costs. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels and the rate of sales growth that you are able to achieve during your initial phase of business operations and thereafter.

** None of the amounts paid to us listed in the table above are refundable and we do not offer financing for any of these amounts.

(1) This estimate includes security deposits commonly required by the landlord and utility companies.

(2) Your actual lease payments may vary, depending on your location, its size, and your market's lease rates and negotiated terms. We recommend that you lease between 1,800 and 2,500 square feet for your premises. Note: If you purchase instead of lease the premises for your Unit Franchise, then the purchase price, down payment, interest rates, and other financing terms will determine the amount of your monthly mortgage payments.

(3) This estimate does not include any construction or tenant improvement allowances or enhanced delivery conditions that may be offered by your landlord or presume a specific delivery condition. Building and construction costs will vary depending on the condition of the premises for the Unit Franchise, the size of the premises, and local construction costs.

(4) These estimates assume you will purchase your signage. The type and size of the signage you actually install is based on the zoning and property use requirements and restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions.

(5) You will need to purchase office furniture and fixtures for the operation of your Unit Franchise, including lobby desk, display cases for merchandise, lounge furniture for small group waiting area, chairs and tables for the simulator room and training rooms.

(6) You must purchase at least 2 simulators with other related equipment for your Unit Franchise. We currently have 3 different simulator packages from which you may choose, costing $26,850, $33,950, and $39,950. The mobile option adds $1,500 to any of these prices plus an extra $100 for shipping. If you want to include a portable simulator unit, then there is an additional equipment charge for a portable simulator plus enclosure of about $20,000. You also must purchase certain equipment for the operation of your Unit Franchise, such as recoil pistols, dry-fire magazines, other pistols for use on the simulators and parts and accessories for maintaining the equipment, camera systems for monitoring and recording customers' activities for potential sales to them, and television monitors for permanent mounting in the training rooms, lobby and lounge areas. We estimate that the cost for this additional equipment is between $1,500 and $3,500.

(7) You must carry some inventory items, such as shirts, hats and other swag.

(8) The computer system for the simulator is included in the costs of the simulator. You must purchase a computer and printer to manage your Unit Franchise.

(9) You must use our approved POS and Scheduling Software (Mindbody). Currently, this costs $600 a month, however, the vendor has the right to increase this fee in the future after giving you 30 days' prior written notice.

(10) We estimate costs of $250 per day, per person, for lodging, food, and other miscellaneous expenses, plus travel expenses to and from your personal residence.

(11) A security system is optional.

(12) You may need to obtain business licenses from local government agencies to operate your Unit Franchise. The estimates in the tables are just for business licenses and may vary depending on the jurisdiction.

(13) You may incur legal fees, accounting fees, and other professional fees to form your business entity, review agreements for the operation of the Unit Franchise, perform background checks and personality profiles of potential employees, and perform all necessary tax filings and set up a small business, including a general ledger, tax reports, payroll deposits, etc.

(14) See Item 8 for additional information on insurance requirements.

(15) The estimate of additional funds is based on an owner-operated business and does not include any allowance for an owner's draw. You should expect to put additional cash into the business until you achieve break-even. These dollar amounts will vary depending on your circumstances and performance.

(16) We relied on our experience in this industry in compiling these estimates. You should review these figures carefully with a business advisor, lawyer and/or accountant and financial advisor before making any decision to purchase a Unit Franchise.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

You must purchase certain products, supplies, insurance, inventory, signage, fixtures, furniture, equipment, décor, software and other specified items under specifications and standards that we periodically establish in our Brand Standards Manual (the "Manual") or other notices we send to you. These specifications are established to provide standards for performance, durability, design and appearance and support the System. You must purchase these products, supplies, insurance, etc. solely from suppliers (including distributors, manufacturers, and other sources) who we have approved in writing. You may not purchase any item from an unapproved supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. We maintain written lists of approved items of equipment, fixtures, inventory, and supplies (by brand name and/or by specifications) and lists of approved suppliers for those items. All these suppliers and approved vendors are listed in the Manual. We will notify you whenever we establish or revise any of our specifications, or if we designate approved suppliers for products, equipment or services.

We, or our designated vendor, are the required vendor for all firearms simulators and related equipment, enclosures for portable equipment, firearms and accessories used on the simulators, camera systems for monitoring and retrieval of customer session, back-office support for scheduling, CRM and financial reporting and management, signage and logo merchandise. None of our officers currently own any interest in an approved supplier.

Approval of Alternative Suppliers

We do not have any specific written criteria for alternative supplier selection. Therefore, we cannot furnish our criteria for supplier approval to franchisees or proposed suppliers. If you would like to purchase any items from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We will generally respond to your request within 30 days after we have received all information we request on the proposed supplier. We have the right to inspect the proposed supplier's facilities and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier and revoke our approval (by written notice to the System) if the supplier does not continue to meet any of our criteria.

Revenue from Franchisee Purchases

In the year ending December 31, 2023, revenues from sale of required products and services to franchisees was $0 or representing 0% of our total revenues of $0. We estimate the cost of purchasing required products and services will represent about 60% of your total purchases in establishing your franchise and about 30% of your total purchases during the operation of your franchise.

We may receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. If we enter into agreements with any suppliers, we anticipate that any revenue or other consideration received will include certain promotional allowances, rebates, volume discounts, and other payments, that may range from 0% to 10% of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts from standard pricing, and that it may facilitate our ability to pass along a portion of the savings to you.

Negotiated Prices, Cooperatives and Material Benefits

We negotiate price terms and other purchase arrangements with suppliers for you for some items that we require you to lease or purchase in developing and operating your Unit Franchise. There currently are no purchasing and distribution cooperatives. We do not provide any material benefits to you if you buy from sources we approve.

Advertising Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationery, unless we have prepared them or previously approved them. You must purchase certain advertising and promotional materials, brochures, fliers, forms, business cards and letterhead from approved vendors only. You must not engage in any advertising of your Unit Franchise unless we have first approved the medium, content and method.

Price Restrictions

To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that Franchise locations offer, including prices for promotions in which all or certain Unit Franchises participate. If we establish prices for any services or products, you cannot exceed or reduce that price, but must charge the price for the service or product that we establish.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our specifications. All reports must be submitted in a timely manner in accordance with the due dates we establish.

Computer-Related Equipment and Software

You must purchase for each Unit Franchise a computer system and operating software that we specify. You also must purchase from our approved supplier required software necessary for the operation of your Unit Franchise. See Item 6 for the ongoing costs of this software. We reserve the right to increase the cost of each software after providing you 30 days prior written notice. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use for your Unit Franchise.

Insurance Requirements

Before you open your Unit Franchise and during the term of your Franchise Agreement, you must maintain in force, under policies of insurance written on an occurrence basis issued by carriers with an A.M. Best rating of A-VIII or better approved by us, and in the amounts that we determine: (1) comprehensive public, sexual harassment, professional, product, and motor vehicle liability insurance

against claims for bodily and personal injury, death and property damage caused by or occurring in the operation of the Unit Franchise, under one or more policies of insurance containing minimum liability coverage amounts as stated in the Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Unit Franchise and its contents, and any other assets of the Unit Franchise; (3) worker's compensation and employer's liability insurance as required by law; (4) business interruption insurance for at least 6 months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) umbrella liability coverage with limits of at least $1,000,000/$3,000,000 or other amounts that we establish. We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

You must purchase all insurance necessary to operate your Unit Franchise as outlined in our Manual. All insurance policies you purchase must name us and any affiliate we designate as additional insureds and provide for 30 days' (10 days for nonpayment of premiums) prior written notice to us of a policy's material modification or cancellation. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories. If you fail to obtain or maintain the insurance we specify, we may (but need not) obtain the insurance for you and the Unit Franchise on your behalf and you must reimburse us for the cost of the insurance and pay us an administrative fee as disclosed in Item 6.

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.

Obligations	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 4.1 and 4.2	Items 7 and 11
b. Pre-opening purchases/leases	Sections 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 5.1, 5.2, and 8.1	Item 7
c. Site development and other pre-opening requirements	Sections 4, 5.1, and 8.1	Items 7 and 11
d. Initial and ongoing training	Sections 5.1, 5.2, 5.3, and 5.4	Item 11
e. Opening	Section 4.8	Items 7 and 11
f. Fees	Sections 2.3(k), 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.11, 7.3, 7.10, 8.3, 8.5, 9.5, 12.4, 13.3, 14.3(e), 14.6(b), 16.2, 17.5, and 17.10	Items 5, 6, 7, 8 and 11
g. Compliance with standards and policies/operating manual	Sections 6 and 7	Items 8, 11, and 12

Obligations	Section in Franchise Agreement	Disclosure Document Item
h. Trademarks and proprietary information	Section 10	Items 13 and 14
i. Restrictions on products/services offered	Section 7.7	Item 16
j. Warranty and customer service requirements	Sections 6.3 and 7.6	None
k. Territorial development and sales quotas	Section 1.4(b) and Exhibit 1, Section 4	Item 12
l. On-going product/service purchases	Sections 3.8, 4.4, 7.7, 7.8, 7.9, 7.10, 13.3, and 13.4	Items 7, 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 2.2(f), 7.4, 7.5, and 14.3(d)	Items 7, 8 and 11
n. Insurance	Sections 4.7, 4.8(a), 13.3, 13.4, 13.5, 13.6, 13.7, and 13.8	Items 6, 7 and 8
o. Advertising	Sections 3.3 and 8	Items 6, 7, and 11
p. Indemnification	Sections 13.1, 13.2, and 13.8	Items 6 and 13
q. Owner's participation/ management/staffing	Sections 7.1	Items 11 and 15
r. Records and reports	Sections 3.6, 4.3, 4.6(d), 8.2, and 9	Item 6
s. Inspections and audits	Sections 4.3, 7.6, 9.5, and 16.1(i)	Item 6
t. Transfer	Section 14	Items 6 and 17
u. Renewal	Sections 2.2, 2.3, and 2.4	Items 6 and 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Section 12	Item 17
x. Dispute resolution	Section 17	Item 17
y. Owners/ Shareholders/ Spousal Guarantee	Sections 14.2, 14.3(h), 14.4(d), 14.6(b), 19.1, and Exhibit 2	Item 15
z. Other	None	None

Item 10

FINANCING

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

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 open your Unit Franchise for business, we or our designee will:

1. Review and approve or disapprove the proposed site for your Unit Franchise ("Premises"). Unless we agree otherwise, you must locate and select a proposed site for the Premises that is acceptable to us as suitable for the operation of a Unit Franchise. We will not own or lease your site for you. Your proposed site must be submitted in accordance with our policies and procedures and must be reviewed and approved by us. Approval of a proposed site is at our sole discretion and does not constitute, nor be deemed, a judgment as to the likelihood of success of a Unit Franchise at that location, or a judgment as to the relative desirability of the location in comparison to other locations. We will approve or disapprove any proposed site within 15 business days of receipt of a completed site submission package. Your failure to submit a completed site approval package and request and secure our approval of a proposed site in a timely manner is not a reason for extending the date for opening stated in your Franchise Agreement. (Franchise Agreement – Section 4.1)

2. You must obtain lawful possession of the Premises by signing a lease for the Premises ("the Lease") after our approval of the Premises. The Lease for the Premises must include the form of Addendum to Lease, attached as Exhibit 3 to the Franchise Agreement. Before signing a lease, you must submit it to us for our approval. We will approve or disapprove the lease for your Premises within 15 days of receipt of your request for approval. (Franchise Agreement – Section 4.2)

3. Identify the products, materials, supplies, and services you must use to develop and operate your Unit Franchise, the minimum specifications that you must satisfy in developing and operating the Unit Franchise, and the designated and approved suppliers from whom you must or may buy or lease these items. (Franchise Agreement – Sections 4.3, 4.5, and 4.6).

4. Grant you access to our Manual for Unit Franchises along with other materials that contain our mandatory and suggested specifications and procedures for operating your Unit Franchise. (Franchise Agreement – Section 6.2). **Exhibit C** to this Disclosure Document sets forth the Table of Contents for our Manual, that currently consists of about 129 pages. However, the Manual is subject to change over time and the number of pages in the Manual may vary. Our Manual contains our System Standards and information about your other obligations under the Franchise Agreement. The Manual and other digital training systems/programs are currently available in an electronic format.

We may modify the contents of the Manual periodically to reflect changes in System Standards or send out other electronic communications to you about changes or updates to the System, the Manual, and our policies and procedures. You must be in compliance with the most current version of our Manual and our most current policies and procedures. The Manual is confidential, and you may not copy, duplicate, record or otherwise reproduce any part of it.

5. Provide you with specifications for the computer system for your Unit Franchise (Franchise Agreement – Section 4.6). See below for additional information about these specifications.

6. Not later than 30 days before your Unit Franchise opens for business, provide to you and other members of your management team, our initial training program for Unit Franchises (Franchise Agreement – Section 5.1). You (if you are an individual) or at least one of your Owners as defined in your Franchise Agreement (if you are a legal entity), your general manager (if we agree for you to have a general manager), and other members of your management team that we designate must complete this initial training program to our satisfaction. The training program includes classroom instruction at our headquarters in Indianapolis, Indiana, and on-the-job training at either a training facility or a location we designate. We do not charge for this training program for any first-time attendees, but you must pay all wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by your personnel who attend the training program. All persons who attend our initial training program must complete it to our satisfaction.

7. In exchange for the Initial Training Fee, provide an opening supervisor to assist you with the Unit Franchise's operational efficiency, staff training, Unit Franchise setup and opening of your Unit Franchise for 1 day before the opening of your first Unit Franchise and for 1 day after the opening of your first Unit Franchise (Franchise Agreement – Section 5.2). If you request us to spend more time, we will charge you our then-current per diem fee in addition to any additional expenses we incur.

Time to Open

Initially, we approve a site selection area within which you must locate a site for your Unit Franchise. The site selection area is determined on the basis of factors such as population density, traffic patterns, market statistics, average household income, and community sites. After a territory has been approved, you must select the site for your Unit Franchise.

We will agree on the time you must open your Unit Franchise for business when you sign your Franchise Agreement, but we typically will require you to open within 180 days after you sign your Franchise Agreement. Factors affecting this length of time before you open include locating a site for the Premises and signing a lease, construction or remodeling of the site (if required), completion of required training, financing arrangements, local ordinance and building code compliance, delivery and installation of equipment, and hiring and training of your staff, securing of all manner of permits and operational licenses and approvals.

If you do not open your Unit Franchise by the opening deadline in your Franchise Agreement, you must provide us with a written request to extend the deadline, which we may grant or deny in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the opening deadline, if you do not open your Franchise for business by the deadline, you are considered in default of your Franchise Agreement. On receipt of written notice from us of your default, you must cure your default by opening your Franchise for business no more than 90 days after the notice of the default, or 180 days after the original opening deadline, whichever occurs first. If you fail to cure your default, we have the right to terminate your Franchise.

Post-Opening Obligations

After your Unit Franchise opens for business, we or our designee will:

1. Provide you with guidance and assistance in the following areas: (a) the products and services authorized for sale by the Unit Franchise, and specifications and operating procedures used by Unit Franchises; (b) purchasing approved equipment, furniture, furnishings, signs, products, operating materials, and supplies; (c) development and implementation of local advertising and promotional programs; (d) administrative, bookkeeping, accounting, inventory control and general operating and management procedures; (e) establishing and conducting employee training programs at the Unit Franchise; (f) changes in any of the above that occur periodically; and (g) specify any approved brands, types and/or models of equipment, furniture, fixtures, and signs (Franchise Agreement – Section 5.7).

2. Continue granting you access to our Manual (Franchise Agreement – Section 6.2).

3. Allow you to use our Marks and confidential information in operating your Unit Franchise (Franchise Agreement – Sections 10 and 11). You must use the Marks and confidential information only as authorized in the Franchise Agreement and our Manual.

4. Once our LASERPRECISION™ MARKSMANSHIP CLUB Mark's federal registration has become incontestable, we will indemnify you against damages for which you are held liable in any proceeding arising out of your use of our Marks in compliance with the Franchise Agreement, and reimburse you for costs you incur in defending against any such claim (Franchise Agreement – Section 10.4).

5. As we deem appropriate, provide you with supplemental training programs (Franchise Agreement – Section 4.2). We may hold training programs for you and your staff regarding new techniques, services or products, and other appropriate subjects. We may decide to hold these training programs at our own initiative, or in response to your request for additional or special training. We will determine the location, frequency, and instructors of these training programs. We may charge you a daily attendance fee in an amount we set for each owner, officer, director, manager, or employee of yours who attends any mandatory or optional training program. You must pay this fee to us in a lump sum before the training program begins. You must pay for all travel, lodging, meal, and personal expenses related to your attendance and the attendance of your personnel.

6. At your request, we will provide training to instructors that you hire to work at your Unit Franchise. There is a fee of $250 per day per person for this training. You are responsible for any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all instructors who attend the training.

7. Review and approve or disapprove your advertising, marketing, and promotional materials (Franchise Agreement – Section 8.4).

8. As we deem advisable, conduct inspections and/or audits of your Unit Franchise, including evaluations of its training methods, techniques, and equipment; its staff; and the services rendered to its customers (Franchise Agreement – Sections 7.6 and 9.5). We may provide you with additional guidance and training based on the results of these inspections and/or audits.

9. If you request, we may provide you with our employee or agent to assist you with the operation of your Unit Franchise ("Location Assistance"). You must pay us a daily fee (See Item 6) - we reserve the right to adjust this fee as it deems appropriate) in addition to the actual costs (including travel, meals, lodging, car rental, etc.) for the Location Assistance (Franchise Agreement – Section 5.7).

Advertising and Marketing

Your Local Advertising

Grand Opening Advertising

You must participate in a grand opening promotion and all advertising and sales promotion programs that we may authorize or develop for Unit Franchises. You must spend at least $12,000 to $24,000 on grand opening marketing beginning no later than 30 days before the opening of your Unit Franchise and ending 60 days after the opening date (the "Grand Opening Period"). Your grand opening promotion costs include your required local advertising expenditures described below (Franchise Agreement – Section 8.1).

Recurring Local Advertising

In addition to your contributions to the Ad Fund, you must spend $500 each month during the term of your Franchise Agreement (the "Minimum Local Advertising Requirement").

You may only use advertising material that we have approved. We have the right to require you to use one or more required suppliers for your local advertising. We may require you to spend all or a portion of the Minimum Local Advertising Requirement with these required suppliers. We reserve the right to collect this amount directly from you to pay these required suppliers. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. Any advertising or marketing material that you intend to use must receive prior written approval from us. If you do not receive our written disapproval within 15 days from the date the materials are delivered to us, then the materials are deemed disapproved.

You must join and participate in any Advertising Cooperative ("Co-op") covering your Unit Franchise that we establish. A Co-op is an association of all Franchisees whose Unit Franchises are located within a Designated Market Area ("DMA"). A DMA is a geographic area around a city in that the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for Unit Franchisees' advertising only and for the mutual benefit of each Co-op member. We have the right to specify the manner in which any Co-ops are organized and governed and require all Co-ops to be legal entities of the state where they are located. We also have the right to dissolve any Co-op once formed. Co-ops must operate according to written bylaws that we have approved. Co-ops must provide us a copy of their organizational documents and bylaws before beginning any marketing or other activities. If formed, each Franchisee must contribute to a Co-op according to the Co-op's rules and regulations, and bylaws, as determined by its members. Amounts contributed to Co-ops may be considered as spent for local advertising, if appropriately documented and spent according to our defined criteria for local advertising, and therefore may be applied towards the Minimum Local Advertising Requirement. We also reserve the right to determine the amount to be contributed by each member of the Co-op, as necessary. Each Co-op must prepare an annual accounting of the use of the funds contributed to the Co-op, and this accounting is available to the franchisee members of the Co-op.

Ad Funds

We may create one or several national and/or regional advertising funds (the "Ad Fund(s)") for our Unit Franchises (both Franchisee-owned and Company-owned) to accomplish those advertising and promotional programs we deem necessary or appropriate for the Unit Franchises. However, we may choose to use only one Ad Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. Each Unit Franchise must contribute to the Ad Funds for their area the amounts that we periodically require. The current contribution amount is 1% of your Gross Revenues. The maximum contribution to the Ad Funds we may require from you is 2% of your Gross Revenues. Any Unit Franchise we own will contribute to the Ad Funds on the same basis as you.

We will direct all marketing programs financed by the Ad Funds, and have sole discretion over the creative concepts, materials and endorsements used by the Ad Funds, and the geographic, market, and media placement and allocation of the Ad Funds. We have the sole discretion to use the Ad Funds to pay the costs of administering regional, multi-regional, and/or national advertising programs, including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research, and other advertising and marketing firms; and paying for advertising and marketing activities as we deem appropriate, including the costs of participating in any national or regional trade shows. We may in our discretion use Ad Funds to engage in advertising and promotional programs that benefit only one or several regions, and not necessarily all Unit Franchises. We will not use the Ad Funds for advertising that is principally a solicitation for the sale of franchises.

The Ad Funds are accounted for separately from our other funds and will not be used to pay any of our general operating expenses, except for salaries, administrative costs, and overhead that we incur in activities reasonably related to the administration of the Ad Funds and their marketing programs, including preparing advertising and marketing materials, and collecting and accounting for contributions to the Ad Funds. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Ad Funds in that year, and the Ad Funds may borrow from us or other lenders to cover the Ad Funds' deficits or invest any surplus for future use by the Ad Funds. Any monies remaining in an Ad Fund at the end of a fiscal year will be retained and spent in the next fiscal year. We will prepare an annual statement of monies collected and costs incurred by each Ad Fund and will provide it to you on written request, but we are not required to have any Ad Fund audited.

During our fiscal year ending December 31, 2023, disbursements from the Ad Fund were spent as follows: 0% for production of advertisements and other promotional materials, 0% for research, 0% for advertising media, 0% for public relations, and 0% for general and administrative expenses. However, we did not collect any Ad Fund fees in 2023.

We may cause any Ad Fund to be incorporated or operated through an entity separate from us when we deem appropriate. If established, the Ad Funds are intended to enhance recognition of the Marks and to enhance the franchise opportunities available through our franchises. Although we will endeavor to use the Ad Funds to develop advertising and marketing materials and programs and place advertising that benefit all Unit Franchises, we do not have to ensure that the Ad Funds' expenditures in or affecting any geographic area are proportionate or equivalent to the contributions made by Unit Franchises in that geographic area, or that any Unit Franchise benefits from the development of advertising and marketing materials or the placement of advertising by the Ad Funds directly or in proportion to the Unit Franchise's contribution to the Ad Funds.

We may suspend contributions to, and the operations of, any Ad Fund for any period we deem appropriate, and may terminate the Ad Fund on 30 days' written notice to you. All unspent monies held by the Ad Fund on the date of termination will be distributed to us, our affiliates, and you and our other Franchisees in proportion to each party's respective contributions to the Ad Fund during the preceding 12 month period. We may reinstate a terminated Ad Fund on the same terms stated in the Franchise Agreement on 30 days' advance written notice to you.

As of December 31, 2023, we had no Co-ops. Each Advertising Co-op must be operated according to their respective bylaws and these documents are available to the franchisees that contribute to the Co-op. We have the right to specify the manner in which all Co-ops are organized and governed and may require all Co-ops to be legal entities of the state where they are located.

As of December 31, 2023, we had no advertising councils. We may, in our sole discretion, change or dissolve any advertising councils or similar organization that we have formed or organized.

We, or our designated supplier, may become the required supplier of some or all digital marketing and advertising services. If we do, you must discontinue using any of your current suppliers for this service on expiration of any existing contracts for these services, or within 30 days after receiving notice from us that we will be providing these services, whichever occurs first. Any amounts paid to us as the required supplier of digital marketing and advertising services may be applied towards the Minimum Local Advertising Requirement.

Other than as described above, you are not required to continue to any other advertising funds.

Computer System

You must use the computer hardware and software (collectively, "Computer System") that we periodically designate to operate your Unit Franchise. You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may include or be limited to us and/or our affiliates), or that have been approved as alternatives. You are responsible for all costs and monthly fees associated with any software licenses or programs, including any updates. We may periodically modify the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software and obtain service and support for the Computer System. The Franchise Agreement does not limit the frequency or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any Computer System costs. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

We may charge you a reasonable fee for installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you ("Proprietary Software"); and (ii) other Computer System-related maintenance and support services that we or our affiliates provide to you. If we or our affiliates license any Proprietary Software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require.

You have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) all consequences that may arise if your Computer System is not properly operated, maintained and upgraded.

Your Computer System must be capable of supporting our required software, with Internet capability, and accessible by us remotely. You may also be required to purchase certain customer contact software and financial software, and to pay monthly charges associated with your Computer System. The specification regarding the required hardware and software for your Computer System are contained in the Manual.

We estimate the cost of purchasing the computer hardware will range from $1,500 to $3,500. You must use our approved POS Software and Scheduling Software (Mindbody) which is currently $600 per month. However, we or the vendor reserve the right to increase the cost of each software after providing you with 30 days prior written notice. You are responsible for the cost to purchase and maintain any other software licenses or programs that we require you to use in your Unit Franchise.

We have independent access to the information that is generated and stored on your Computer System. There are no limitations on when or how we may access this information.

Table of Contents of the Manual

The Table of Contents of our Manual is attached to this disclosure document as **Exhibit C**.

Training Program

Our initial training program currently includes the following:

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Welcome and Introduction. Franchisee Responsibilities	1 hour	0 hours	Indianapolis, IN, or other designated location
Developing a Compliance System	.5 hours	0 hours	Indianapolis, IN, or other designated location
Location Organization and Setup of Location	1 hour	0 hours	Indianapolis, IN, or other designated location
Equipment Setup and Teardown for Optimum Usage	1.5 hours	1 hour	Indianapolis, IN, or other designated location
Training Protocols and Their Usage and Employee Development	2 hours	1 hour	Indianapolis, IN, or other designated location
How to Manage a Simulator Session	1 hour	1 hour	Indianapolis, IN, or other designated location
How to Manage Firearms Training Sessions	1 hour	0 hours	Indianapolis, IN, or other designated location

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
How to Manage Leagues and Social Events	1 hour	0 hours	Indianapolis, IN, or other designated location
Training the Trainer for Simulator Sessions	2 hours	2 hours	Indianapolis, IN, or other designated location
Other Revenue Generating Options and Their Implementation	1 hour	0 hours	Indianapolis, IN, or other designated location
Mind Body System Operating Training	1.5 hours	1 hour	Indianapolis, IN, or other designated location
Schedule Management and Scheduling on Mind Body	1 hour	1 hour	Indianapolis, IN, or other designated location
Advertising Approaches and Options	2 hours	0 hours	Indianapolis, IN, or other designated location
Grand Opening Suggestions and Q&A	1.5 hours	1 hour	Indianapolis, IN, or other designated location
Total	**18 Hours**	**8 Hours**	Indianapolis, IN, or other designated location

Explanatory Notes:

(1) Most of these subjects are integrated throughout the training program. The training program must be completed to our satisfaction before the opening of the Unit Franchise. On-the-job training will occur at a certified training center before classroom training. You will also receive training at your Unit Franchise site for one day before and one day after the opening of your Unit Franchise.

(2) We also may offer additional or refresher training courses periodically. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at our headquarters or at any other locations we select.

(3) You are responsible for all out-of-pocket expenses in connection with all training programs, including the transportation, lodging, meals, wages and employee benefits costs you incur for your training, and the training of management and employees that you have attend the training. We reserve the right to impose reasonable charges for training classes and materials. We will notify you of any additional charges before you or your designated employees enroll in a course. While there is no cost to take attend the initial training program, we require you and your management staff to pass our training program to our satisfaction before you may begin operating your Unit Franchise.

(4) All classes are scheduled by advance written notice to all Franchisees and are held as often as needed throughout each year. Our class cancellation policies are included in the written notice of class schedules.

(5) The instruction materials for our training programs include handouts, our Manual, on-line programs, and lectures.

(6) Although the individual instructors of the training program may vary, all of our instructors have significant experience in their fields but will have at least 2 years of experience in their designated subject area.

Item 12

TERRITORY

Under the Franchise Agreement, your Unit Franchise will operate only from a specific location. You may not operate the Unit Franchise at any other location. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Before you sign your Franchise Agreement, we will describe in Exhibit 1 of the Franchise Agreement your Site Selection Area. The Site Selection Area is described solely for the purpose of limiting the area within which you may seek a site location for your Unit Franchise. The exact size and boundaries of the Site Selection Area are determined in our sole judgment. You must select for our approval the location of the premises for your Unit Franchise according to the requirements and within the time stated in the Franchise Agreement. Once you have obtained our approval of your selected site and secured a lease for the location, we will designate a geographical area surrounding your Premises, to be described in Exhibit 1 of your Franchise Agreement (the "Protected Territory").

Typically, a Protected Territory will include an area with a minimum population of at least 50,000 people and will be defined by the natural traffic and trade patterns around your approved site. We usually describe the Protected Territory using a map that will show in general terms the fixed geographical boundaries (such as rivers, streets or highways). The geographic size of the Protected Territory will vary based on population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and we might limit your Protected Territory to the site of your Unit Franchise. In less dense suburban areas, the Protected Territory might include an entire municipality. We will not reduce your Protected Territory except in the following situations: (1) if you fail to meet the minimum performance standards identified in Exhibit 1 to your Franchise Agreement; (2) if you renew your Franchise Agreement at the end of the then-current term, and your Protected Territory is larger than our then-current standard size for territories or if the then-current demographics of your Protected Territory have changed; and (3) if you transfer your Unit Franchise and your Protected Territory is larger than our then-current standard size for territories or if the then-current demographics of your Protected Territory have changed. If we reduce the Protected Territory under (2) or (3), we will give you or your transferee the option (as applicable) to develop the remaining territory.

You are only permitted to sell products and services at your Unit Franchise location. You may not provide products or services from any location other than your Unit Franchise location. You have no rights to sell products or services through the Internet, the worldwide web, mail order or catalogs or through any other channel of distribution or method.

If you are in full compliance with the Franchise Agreement, then during the Franchise Agreement's term, neither we nor our affiliates will operate or grant a franchise for the operation of another LaserPrecision Marksmanship Club™ Unit Franchise or company owned LaserPrecision Marksmanship Club™ location within your Protected Territory. Although we have not currently done so, we retain the right to sell products to customers in your Protected Territory through any distribution channel, including, for example, sales through mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet. If we do this, we will not compensate you for those sales.

You may relocate your Unit Franchise only with our prior written consent. We will apply the same criteria for the relocation of a Unit Franchise as we apply when determining the location of a new franchise.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

Other Company Reserved Rights

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not prohibit, whenever and wherever we desire, including the right to (1) own, acquire, build, or operate, for our own account, or grant to others the right to operate, Unit Franchises on terms and at locations we deem appropriate outside of your Protected Territory; (2) grant Area Representative franchises that may encompass the area where your Unit Franchise is located; (3) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by Unit Franchises through any distribution channel, including, but not limited to, sales through mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks (we have no current plans to do this); (4) acquire the assets or ownership interest of businesses providing products and services similar to those provided at Unit Franchises, and franchising, licensing, or creating similar arrangements for those acquired businesses, wherever those businesses or their franchisees or licensees are located; and (5) being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Unit Franchises or another business.

Item 13

TRADEMARKS

We grant you the right to operate your Unit Franchise under the "LaserPrecision Marksmanship Club" word mark and design mark (collectively, the "Marks"). You also may use our other current or future trademarks to operate your Unit Franchise, as we designate or authorize. You have the limited right to use the following principal mark, which is pending registration on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Serial Number	Application Date	Register
LaserPrecision	98597919	June 12, 2024	Principal

Mark	Serial Number	Application Date	Register
	98598001	June 12, 2024	Principal

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court relating to our Marks. We also are unaware of any pending infringement, opposition, or cancellation proceeding, or of any pending material litigation regarding our use or rights in any Marks. There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks in a manner material to the franchise. There are no decided infringement, opposition or cancellation proceedings in which we unsuccessfully fought to prevent registration of a third party's trademark in order to protect our Marks. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect a franchisee's use of the Marks in any state.

If it becomes advisable at any time in our sole judgment for to modify or discontinue the use of any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Franchise, then you must, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

We will indemnify you against or reimburse you for expenses you incur in defending claims of infringement or unfair competition arising out of your use of the Marks. You must notify us immediately when you become aware of the use, or claim of right to, a Mark identical or confusingly similar to our Marks. If litigation involving the Marks is instituted or threatened against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation. We, at our option, may defend and control the defense of any proceeding under any Marks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We have no patents that are material to the franchise.

Copyrights

We claim copyright protection in the Manual and in our advertising and marketing materials and we treat the information in the Manual as confidential trade secrets. These items are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of your Franchise Agreement, in a manner consistent with our ownership rights, solely for the purpose of promoting your Unit Franchise.

There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Should you become aware that any unauthorized third party is using any of our copyrighted materials you must notify us of this unauthorized use. In general, we intend to take any necessary action to protect our copyrights, but we are not obligated to do so, or to take any affirmative action, under the Franchise Agreement. If there is any litigation involving any copyright, we and/or our affiliates or founder have the right to control the litigation. We are not obligated to participate in your defense or to indemnify you for expenses or damages in a proceeding involving a copyright licensed to you.

We may revise any of our copyrighted materials, at our discretion, and may require that you cease using any outdated copyrighted material. You are responsible for printing any revised or new advertising, marketing or other business materials. If we modify any copyrighted advertising or marketing material, we may require you to cease any use of the old material.

The Manual

Under the Franchise Agreement, you must operate your Unit Franchise in accordance with the standards, methods, policies, and procedures stated in the Manual. We will grant you access to the Manual for the duration of your Franchise Agreement after you have completed the initial training program to our satisfaction. You must operate your Unit Franchise strictly in accordance with the Manual.

You must at all times, treat the Manual and the information in it, as well as any other materials created for or approved by us for use in the operation of your Unit Franchise, as confidential. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manual remains our sole property.

We may periodically revise the contents of the Manual, and you must comply with each new or changed provision.

Confidential Information.

The Franchise Agreement requires you to maintain all our Confidential Information as confidential both during and after the term of the Franchise Agreement. "Confidential Information" includes all information, data, techniques and know-how we designate or treat as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as authorized in your Franchise Agreement.

Under the Franchise Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement. If you, your employees, or Owners develop any new concept, process or

improvement in the operation or promotion of a LaserPrecision Marksmanship Club™ Unit Franchise (an "Improvement"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any Improvement becomes our sole property and we will be the sole owner of all related patents, patent applications, and other intellectual property rights. Improvements are considered "Confidential Information". You and your Owners agree to assist us in obtaining and enforcing the intellectual property rights to any Improvement in all countries and agree to sign and provide us with all necessary documentation for obtaining and enforcing our rights.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchisees are expected to participate in the direct operation of their franchise on a full-time basis. If they cannot, then they are obligated to have a fully trained Manager operate the franchise. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Franchise Agreement requires that you, or a designated Manager, be directly involved in the day-to-day operations and use your best efforts to promote and enhance the performance of the Unit Franchise. While in most cases franchisees will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on franchisee participation and believe it is crucial for continued success.

Any Manager you employ at the launching of your franchise operations must complete our initial management training course. All subsequent Managers must complete our initial management training course. We may charge a fee for this additional training. A Manager is not required to hold an equity interest in you.

Each Owner who holds an interest in you must personally guarantee all of your obligations under the Franchise Agreement. (See Exhibit 2 to the Franchise Agreement for the form of Guaranty and Assumption of Obligations.) The Guaranty and Assumption of Obligations also must be signed by the Owner's spouse(s). If you are an entity, you must submit your formation document (Articles of Incorporation or Articles of Organization) and your governing documents (Bylaws or Operating Agreement). You must maintain your entity governing documents in good standing.

At our request, you must obtain and deliver signed covenants of confidentiality and non-disclosure, on a form that we have approved, from any persons who have or may have an ownership interest in you or in the Unit Franchise, any Managers, and any other persons who receive or have access to training and other Confidential Information under the System. The covenants must provide that we are a third-party beneficiary of, and have the independent right to enforce the covenants. You may not transfer any interest in the Unit Franchise, the Franchise Agreement, or the lease for the premises of the Unit Franchise, without our prior written consent.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Unit Franchise in strict conformity with all our required methods, procedures, policies, standards, and specifications of the System, as stated in the Manual and in our other writings. You must use the premises only for the operation of your Unit Franchise and may not operate any other business at or from the premises without our prior written consent.

We require you to offer and sell only those goods and services that we have approved. We maintain a written list of approved goods and services in the Manual, which we may change periodically. If you sell unapproved goods or services or fail to report them, we have the right to charge you fees, and if you continue to do so after a written notice of default is given to you, Franchise Agreement.

You must offer all goods and services that we designate as required for the System. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we allow you to offer certain services.

We reserve the right to designate additional required or optional goods and services in the future and to withdraw any of our previous approvals. You must comply with all new requirements. There are no limitations on our right to designate additional or operational goods and services; however the goods and services must be reasonably related to our franchise system or model.

We do not currently have any restrictions or conditions that limit access to customers to whom you may sell goods or services, as long as the goods and services are sold at the Unit Franchise. We do have restrictions on the types of print material that can be printed. We do not allow you to sell anything with hate speech or offensive material printed on it to any person or group, or get involved with any person or group that is involved with hate speech or offensive material or behavior in any capacity. You must obtain our prior written approval on any potentially compromising designs before you product the items. Our restrictions are more fully stated in our Manual.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**		
Provision	**Section in Franchise or Other Agreement**	**Summary**
a. Length of the franchise term	Section 2.1	10 years
b. Renewal or extension of the term	Section 2.2	If you are in good standing, you may acquire successor franchise for 1 additional term of 10 years
c. Requirements for franchisee to renew or extend	Section 2.2	You must: have substantially complied with your Franchise Agreement; given notice to us of your intent to renew between 9 and 12 months before the expiration of the initial term of the Franchise Agreement; sign a new Franchise Agreement in our then current form which may include terms materially different from those in the original Franchise Agreement; obtained, maintained, and are in good standing with all necessary and applicable licenses and permits; be in compliance with all monetary obligations to us, our affiliates, and to all vendors, suppliers, lessors, and governmental and taxing authorities; have made all renovations we require; have committed no more than 2 defaults of this Agreement during the Term; have the right to operate the Unit Franchise at the

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document**.		
Provision	**Section in Franchise or Other Agreement**	**Summary**
		Location for the duration of the renewal term; sign general release of claims (in a form substantially similar to that attached in **Exhibit G**) against us and related parties; meet all general requirements then applicable to approval of new franchisees; and pay a renewal fee of 25% of our then-current initial franchise fee for new franchisees.
d. Termination by franchisee	None	None
e. Termination by franchisor without cause	None	None
f. Termination by franchisor with cause	Section 15	We can terminate only if you default under your Franchise Agreement.
g. "Cause" defined – curable defaults	Sections 15.3 and 15.4	15 Days to Cure: you fail to pay when due any sums owed to us, any of our affiliates, or any of our designated suppliers; you understate your Gross Revenues, or your local advertising expenditures, by more than 2%, or you failed to submit timely reports and/or payments for any 2 reporting periods within any 12-month period; you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously remitted to you; you fail to maintain the minimum sufficient levels of inventory to adequately meet consumer demand; you fail to maintain the prescribed days or hours of operation at the Unit Franchise; you fail to maintain the quality controls reasonably required; you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the services or products offered through the System; you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Unit Franchise 30 Days to Cure: any other defaults not identified in Sections 15.1, 15.2 or 15.3
h. "Cause" defined – non-curable defaults	Section 15.1 and 15.2	Without Notice: bankruptcy or unauthorized transfer On Notice: you or your principals have misrepresented or omitted material facts in your application or other materials provided to us before the parties' entering into this Agreement; you abandon or cease operation of the Unit Franchise or stop communicating with us; you, yourself or through any Owner, are held liable for, are convicted of, or plead guilty or no contest to a

THE FRANCHISE RELATIONSHIP This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.		
Provision	**Section in Franchise or Other Agreement**	**Summary**
		felony or any other law relevant to the Unit Franchise; you fail to meet the required schedule to obtain the Location, complete construction, and open for business within the time required under this Agreement; you or your principals commit any fraud or misrepresentation in the operation of your Unit Franchise; you fail to successfully complete initial training as required in this Agreement; we send you 2 or more written notices to cure under Sections 15.3 or 15.4 in any 12-month period; you or any of your Owners materially breach any other agreement with us or any of our affiliates, or the lease for the Location, or threaten any material breach of any agreement or Lease and fail to cure the breach within any permitted period for cure; you violate any health, safety or sanitation law, ordinance or regulation, or operate the Unit Franchise in a manner that presents a health or safety hazard to customers, or the general public; you violate the in-term restrictive covenant in this Agreement; a levy of writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets that is not released or bonded against within 30 days; you or any of your principals become insolvent; you offer any unauthorized and unapproved products or services at or from the Unit Franchise; you order or purchase supplies, signs, services, furnishings, fixtures, equipment or inventory from any currently unapproved supplier; you misuse or make unauthorized use of our Proprietary Software program; you fail to maintain insurance or to repay us for insurance we paid for, or otherwise fail to adhere to the insurance requirements in this Agreement; you fail, within 15 calendar days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Unit Franchise; any government action is taken against you that results in any obligation on us that in our sole judgment is uneconomical, not in our best interests, or would result in us having an unintended relationship or obligation; you fail to comply with the anti-terrorism provisions of Section 19.15; or there are insufficient funds in your bank account to

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document**.		
Provision	**Section in Franchise or Other Agreement**	**Summary**
		cover a check or EFT payment to us 3 or more times within any 12-month period
i. Franchisee's obligations on termination/non-renewal	Section 16	Pay all amounts owed to us; return the Manual, any items bearing the Marks, all Confidential or copyrights materials we loaned to you; cease using the Marks; cease operating Unit Franchise; cancel assumed names; deidentify the Location; cease using all email addresses, telephone numbers and listings, facsimile numbers and listings, and Internet listings used in the operation of the Unit Franchise and direct the applicable company to transfer all numbers and listings to us or our designee; cease operating all social media pages; comply with all applicable laws and our procedures relating to notification of and refunds to members and customers on the Unit Franchise's closure; allow us to audit books and records; cease using any aspect of the System; sign all necessary documents; pay liquidate damages; honor our option to purchase your Unit Franchise and assume your lease
j. Assignment of contract by franchisor	Section 14.1	No restriction on our right to transfer.
k. "Transfer" by franchisee – defined	Section 14.2	Transfer includes a transfer any interest or equity in you, in the Franchise Agreement or any related agreement, or in the Unit Franchise.
l. Franchisor approval of transfer by franchisee	Section 14.3	You must comply with our requirements for transfer before we grant our consent.
m. Conditions for Franchisor approval of transfer	Section 14.3	We do not exercise our right of first refusal; you are in full compliance with the Franchise Agreement, any other agreement between you and us, our affiliates, and/or our designated/approved suppliers and vendors, the Manual, and any other System requirements, including all accrued monetary obligations; your owners and affiliates are in compliance with any other agreement between any owner or affiliate and us, and/or any of our affiliates; you have made all renovations we require; you pay us a transfer fee of 30% of our then-current initial franchise fee; you provide us a copy of the signed purchase agreement; we determine that the terms of the proposed transfer are reasonable and will not unduly hinder transferee's ability to operate the Unit Franchise successfully; you agree that all obligations of the

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document**.		
Provision	**Section in Franchise or Other Agreement**	**Summary**
		transferee to you under any promissory notes, agreements or security interests are subordinate to the obligations of transferee to pay all amounts due to us and our affiliates; transferee submits all information or documents then required of new franchisees; transferee meets all of our subjective and objective standards applicable to new franchisees and is not in a Competitive Business; at our option, either (i) transferee agrees in writing to assume the Franchise Agreement; or (ii) transferee (and each of its owners) signs our then standard form of franchise agreement for a term ending on the expiration date of the Franchise Agreement, and personal guaranties, and all other agreements we require; if the Territory is larger than our then-current standard territory, we may require the transferee to accept a transfer territory smaller than the Territory; you obtain and submit satisfactory evidence of consent of lenders, lessors, governmental authorities, and any other third parties we deem necessary, for any transfer to the transferee of leases, agreements, permits, approvals, and licenses; you and your Owners, and transferee sign a general release of all claims accruing before the effective date of transfer; transferee must satisfactorily complete our training program at the transferee's expense within the time frame we require; you (and your principals if you are a partnership, corporation or limited liability company), and the members of their respective families agree to comply with the post-termination provisions; and transferee must obtain all permits and licenses required for the Unit Franchise's operation.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.6	We have the option to match any offer for your Unit Franchise.
o. Franchisor's option to purchase franchisee's business	Section 16.3	We have the option to purchase your Unit Franchise on termination or non-renewal.
p. Death or disability of franchisee	Section 14.7	Franchise must be assigned by estate to approved buyer within 180 days.
q. Non-compete covenants during the term of the franchise	Section 12.1	You cannot be involved in a competitive business during the term of you Franchise Agreement, subject to state law.

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document**.		
Provision	**Section in Franchise or Other Agreement**	**Summary**
r. Non-compete covenants after the franchise is terminated or expires	Section 12.2	No involvement in competing business for 24 months within a 25 mile radius of any Unit Franchise, subject to state law.
s. Modification of the agreement	Section 19.17	No modifications except by written agreement signed by both us and you, but we may change Brand Standards Manual and System Standards.
t. Integration/merger clause	Section 19.19	Only the terms of the Franchise Agreement are binding (subject to state law). However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by litigation or mediation	Sections 17.1 and 17.2	Except for certain claims, all disputes must be mediated and if not resolved through mediation, litigated (subject to state law).
v. Choice of forum	Section 17.3	United States District Court for Southern District of Indiana (or, if our corporate headquarters is no longer in Indianapolis, Indiana, the applicable District Court where our corporate headquarters is then-located), or if this court lacks subject matter jurisdiction, the Marion Superior Court in Marion County, Indiana (or, if our corporate headquarters is no longer in Marion County, Indiana, the county where our corporate headquarters is then-located),
w. Choice of law	Section 17.4	Indiana law governs, except to the extent federal law applies (subject to state law).

Additional Information

Applicable state law might require additional disclosures or requirements related to the information contained in this Disclosure Document. These additional disclosures, if any, appear in **Exhibit F** of this Disclosure Document.

Item 18

PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any financial performance 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 our management by contacting Mike Wilson, CEO, Top Shot Franchising Inc., 6601 E. 10th Street, Indianapolis, IN 46219 (317) 500-4842, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	0	1	+1
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	0	1	+1
	2022	1	1	0
	2023	1	1	0

Our affiliate location is owned by several of our officers. It is shown as a company-owned outlet in Table No. 4 of Item 20.

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

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
All States	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Indiana	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

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

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	3	0
Georgia	0	1	0
Indiana	0	1	0
Illinois	0	2	0
Virginia	0	1	0
Total	0	8	0

Exhibit E lists the names of all of our operating franchisees and their addresses and telephone numbers as of December 31, 2023. **Exhibit E** lists the franchisees who have signed Franchise Agreements for outlets that were not yet operational as of December 31, 2023, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this 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, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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. Since we do not yet have any franchisees, no franchisee has signed a confidentiality agreement in the past 3 fiscal years.

We have no advisory councils or other independent franchisee organizations that have asked to be included in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit D** is our audited balance sheet as of January 31, 2024. We have not been in business for three years or more and cannot include all the financial statements required by the FTC Franchise Rule for our last three fiscal years. Also included in **Exhibit D** are our unaudited financial statements as of May 31, 2024.

Item 22

CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

Exhibit B	Franchise Agreement with the following exhibits: Exhibit 1 - Franchise Agreement Opening Deadline/ Expiration Date Exhibit 2 - Owner's Guaranty and Assumption of Obligations Exhibit 3 - Addendum to Lease Agreement Exhibit 4 - Ownership Interests in Franchisee Exhibit 5 – Franchisee Compliance Questionnaire Exhibit 6 - State-Specific Addenda
Exhibit G	General Release Agreement

Item 23

RECEIPT

Two copies of an acknowledgement of your receipt of this disclosure document appear at the end of this disclosure document. The Receipts are detachable and one copy must be signed by you and given to us. The other copy may be retained by you for your records.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Following is information about our agents for service of process, as well as state agencies and administrators whom you may wish to contact with questions about Top Shot Franchising Inc.

Our agent for service of process in the State of Wyoming is:

Capital Administrations LLC
1712 Pioneer Ave. Ste. 115
Cheyenne, WY 82001

We intend to register the franchises described in this Disclosure Document in some or all of the following states in accordance with applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the below state offices or officials as our agents for service of process in those states:

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013 (866) 275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013
CONNECTICUT	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812 (808) 586-2727	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706

State	State Agency	Agent for Service of Process
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Section G. Mennen Williams Building 1st floor 525 W. Ottawa St. Lansing, MI 48933 517-335-7567	Michigan Department of Commerce, Corporations and Securities Bureau Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st FL New York, NY 10005 (212) 416-8285	Secretary of State State of New York 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation Floor Division of Securities 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Division of Insurance Securities Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57501 (605) 773-4823	Division of Insurance Securities Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57502 (605) 773-4823

State	State Agency	Agent for Service of Process
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 And United Corporate Services, Inc. 700 East Main Street, Suite 1700 Richmond, VA 23218
WASHINGTON	Department of Financial Institutions Securities Division PO Box 41200 Olympia, WA 98504 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559

EXHIBIT B

FRANCHISE AGREEMENT

TOP SHOT FRANCHISING INC.

FRANCHISE AGREEMENT

_____

_____

Date of Agreement

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Exhibit 1 - Location; Territory; Opening Deadline; Minimum Performance Standards

Exhibit 2 - Owner's Guaranty and Assumption of Obligations

Exhibit 3 - Addendum to Lease Agreement

Exhibit 4 - Ownership Interests in Franchisee

Exhibit 5 – Conditional Assignment of Telephone Numbers

Exhibit 6 - Franchisee Compliance Questionnaire

Exhibit 7 - State-Specific Addenda

TOP SHOT FRANCHISING, INC.
FRANCHISE AGREEMENT

This Franchise Agreement (this or the "Agreement") is effective as of _____ (the "Effective Date") and is between Top Shot Franchising, Inc., a Wyoming corporation ("we," "us," or "our") and _____, a _____ _____ ("you" or "your"), and, if you are a partnership, corporation, or limited liability company, your "Owners" (defined below).

BACKGROUND

A. We and our affiliates have developed a valuable and proprietary system (the "System") for businesses that provide customers with a real-time experience at a simulated firearms shooting range, including instructor led training for new or inexperienced shooters, advanced training using judgmental training techniques used by police and military organization, competition shooting leagues, practical shooting drills, individual range time, and entertainment for birthdays, parties, corporate team building activities, and other associated activities under the **LASERPRECISION™ MARKSMANSHIP CLUB** mark (each a "Unit Franchise").

B. We are engaged in the business of granting franchises to operate **LASERPRECISION™ MARKSMANSHIP CLUB** Unit Franchises.

C. We and our affiliates have devoted considerable time and expense to the development and refinement of the System and the goodwill associated with its marks, and we desire to license the non-exclusive use of that System and marks to franchisees.

D. The characteristics of the System include, but are not limited to: Unit Franchise trade dress, designs, layouts, color schemes, branding and other identification methods; specifications for services, methods of operation, equipment, inventory, accessories, class structure and content; designated computer hardware and software programs, and website and social media specifications; member enrollment marketing methods and procedures, class registration methods and procedures, booking methods and procedures; current and future developed session programs and classes; training procedures, operating procedures and customer service standards, methods and marketing techniques; mandatory and suggested policies, procedures, standards, specifications, rules and requirements; all as we outline in the brand standards manual(s) (the "Manual") and all other written materials we issue.

E. We and our franchisees use various trademarks, service marks, logos, trade dress, names, and other commercial symbols that we have created or licensed to designate to the public the goods or services originating from us and our affiliates and franchisees, including, without limitation, the service mark "**LASERPRECISION™ MARKSMANSHIP CLUB**", and all other future developed or designated trade names, trademarks and/or service marks, in connection with the System (collectively, the "Marks").

F. You have applied to us for a franchise to operate a Unit Franchise and your application has been approved in reliance on all of your representations made in your application.

G. You agree that adherence to the terms of this Agreement and our standards and specifications are essential to your Unit Franchise's operation and to the operations of the System.

NOW THEREFORE, in exchange for the commitments in this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE.

1.1 Grant. We grant to you, and you accept from us, the non-exclusive right and license, for the Term, to establish and operate a business that you hold out as associated with the Marks and that operates according to this Agreement, the System, the Manual, as amended, and in accordance with all applicable laws and regulations for the shooting simulator industry only at a location to be identified in Exhibit 1 to this Agreement (the "Location"). Nothing in this Agreement gives you any other right, title or interest in any of the Marks or the System. This grant to you does not include: (i) any right to offer any product or service via e-commerce without our prior written approval; (ii) any right to establish an independent website or to establish a URL incorporating the Marks or any variation thereof; (iii) any right to establish any social media presence; (iv) any right to distribute, market, or implement our products and services in any channel of distribution not specifically authorized under this Agreement; or (v) any right to sell products at wholesale prices from the Unit Franchise.

1.2 Authorized Goods and Services Only. In your operation of the Unit Franchise, you will offer and sell only those services and goods we specifically authorize and must sell all authorized services and goods we require. We are permitted to add to, modify, or discontinue at any time any of the goods and services that you are authorized to offer and sell. This grant permits and requires you to operate the Unit Franchise in association with and using the Marks and the System, but not to operate any other business or to undertake any other activities we have not authorized. Without limiting the foregoing, you are prohibited from advising others who operate Competitive Businesses (as defined below). You may engage in advertising, promotional, marketing and related activities only as authorized under this Agreement and you agree that we have the unrestricted right to limit and regulate these activities, including, without limitation, the right to prohibit you from including any price information in promotional activities with circulation outside of the Territory.

1.3 Location.

(a) This Agreement grants you the right to operate the Unit Franchise only at the Location and only for the purpose of operating the Unit Franchise in strict compliance with this Agreement. In particular but without limitation, you will offer and sell only goods and services we permit at the Location, and you will allow at the Location only those progress charts, displays, advertisements, and promotional materials we authorize. If we have not approved the Location for you to operate the Unit Franchise on the date you sign this Agreement, you and we will mutually select the Location after the signing of this Agreement. You will select a proposed Location for our approval in accordance with Section 4.1. You are solely responsible for obtaining and building out the Location. We may designate an approved supplier for these services. We will approve the proposed location in our sole discretion. You may not sign any lease or purchase agreement for the proposed location until after you have received our approval of the proposed location and you have complied with Section 4.2. You agree that our approval of a proposed site and the agreement for your purchase or lease of the Location does not constitute, and you will not assert that it constitutes, any representation, warranty, or guarantee by us that the Location is adequate or properly zoned or permitted for the purpose of operating the Unit Franchise, that the purchase or lease agreement is fair or reasonable, or that your operation of the Unit Franchise from the Location will be profitable or successful. We strongly encourage you to seek independent counsel from a lawyer or business adviser to assist you in selecting a location and negotiating a lease for the Location.

(b) You will not relocate the Unit Franchise or operate from any site other than the Location without our written consent. If, for any reason, the lease term is shorter than the Term and the lease cannot be renewed or extended, or you cannot continue for any other reason to occupy the Location, you must relocate your Unit Franchise to a mutually acceptable site within your Territory to complete the unexpired portion of the Term. You must notify us of your intention to relocate, procure a site acceptable to us within 90 days before closing your existing Unit Franchise, and open the new Unit Franchise for business within 60 days after closing your existing Unit Franchise.

1.4 Territory.

(a) Subject to our reservation of rights in Section 1.5, we will grant you a protected territory (the "Territory"). The Territory is stated in Exhibit 1 to this Agreement. Typically, the Territory will include any area with a minimum population of 50,000 people and will be defined by the natural traffic and trade patterns of your approved site. We will describe the Territory using either longitude and latitude coordinates or a map that will show in general terms the fixed geographical boundaries (such as rivers, streets or highways). The geographic size of the Territory will vary based on population density and a variety of demographic factors. In dense urban areas, the Territory may encompass a city block or less, and we might limit your Territory to the site of your Unit Franchise. In less dense suburban areas, the Territory could include an entire municipality. Because we retain the ability to offer products and/or services in your Territory through alternative channels of distribution as provided in Section 1.5, you will not receive an exclusive territory. You may face competition from other Unit Franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You may also face competition from affiliates that offer similar products and services within your Territory.

(b) If you are in full compliance with this Agreement, then during the Initial Term, neither we nor our affiliates will operate or grant a Unit Franchise for the operation of another Unit Franchise or company-owned Unit within your Territory that offers the same or similar goods or services under the same or similar trademarks as long as you meet the minimum performance requirements stated in Exhibit 1. If you fail to meet the minimum performance standards, we may grant others a Territory that encompasses your Territory without having to compensate you. If you intend to renew or transfer the Unit Franchise, and your Territory is larger than our then-current standard size for territories or the then-current demographics of your Territory have changed, then we may reduce the size of your Territory on renewal or require your transferee to operate the Unit Franchise in a smaller territory. If we reduce the Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

(c) Except as otherwise provided in this Agreement, and subject to the reserved rights stated in Section 1.5 below, for so long as you comply with the terms of this Agreement, we will not establish and operate, nor license to any party the right to establish and operate, any LASERPRECISION™ MARKSMANSHIP CLUB Unit Franchise under the System and the Marks during the Term within the Territory. We have the right, among others, to use and to license others to use the System and Marks for the operation of other Facilities at any location outside of your Territory. If the Location has not been determined when you sign this Agreement, we will designate the Territory once a Location is secured in accordance with this Agreement. Notwithstanding the foregoing, we have the right to open and operate, and to license other persons and/or entities the right to open and operate Unit Franchises located in Non-Public Access Venues, including within the Territory. For purposes of this Agreement, the term Non-Public Access Venues means private businesses, military bases, government institutions, private clubs, and other facilities that are not accessible to the general public.

1.5 Reserved Rights. We reserve all rights not expressly granted to you under this Agreement, including, without limitation, the right to: (i) offer and sell, and authorize others to offer and sell, any goods and services in, at or from any location outside of the Territory; (ii) manufacture, distribute, offer and sell, and authorize others to manufacture, distribute, offer and sell, any goods and/or services, in, at or from any location, including any location within the Territory either: (a) through alternative channels of distribution, including sales on the Internet, through kiosk locations, through print and online catalogs, through online videos, e-commerce sites, mobile applications, recorded media or broadcast media, and in retail locations, or (b) under any names or trademarks other than the Marks; (iii) to grant Area Representative Unit Franchises that may encompass your Territory; (iv) merge with, acquire, or be acquired by, including through purchase or sale of substantially all assets, any other person or entity, including our or your competitor (each an "M&A Transaction"), and continue to conduct business in any location engaged in by the merging, acquiring, or acquired person or entity, including any business directly competitive with the Unit Franchise regardless of where the business is located and to permit the business to operate under the Marks or any other name; (v) develop, or become associated with, other concepts under any names or trademarks other than the Marks (either directly or through affiliate entities) and grant franchises under those concepts for locations anywhere, including in the Territory; (vi) use and license to engage in any other activities not prohibited in this Agreement; and (vii) advertise and/or authorize others to advertise, using the Marks, anywhere, including inside and outside the Territory. For the purposes of this Agreement, alternative channels of distribution include any channels not explicitly authorized for use by you under this Agreement. On a M&A Transaction, we have the right to require you to convert the Unit Franchise to a different name and you agree to: (a) participate, at your expense in this conversion; and (b) waive all claims, demands or damages arising from or related to the loss of the Mark, the System or any association or affiliation with the Marks or the System.

1.6 Acknowledgements. You agree as follows:

(a) You independently investigated the LASERPRECISION™ MARKSMANSHIP CLUB® franchise opportunity and recognize that (a) the nature of a LASERPRECISION™ MARKSMANSHIP CLUB® Unit Franchise may evolve and change over time; (b) investment in a LASERPRECISION™ MARKSMANSHIP CLUB® Unit Franchise involves business risks that could result in the loss of a significant portion or all of your investment, (c) the business abilities and efforts of your owners and other principals, management and staff are vital to your success; (d) attracting customers and members for the Unit Franchise will require you to make consistent marketing and promotional efforts; and (e) attracting and retaining customers and members will require you to provide quality services, to provide a high level of customer service and to adhere to the System.

(b) You have not received and are not relying on any representations, warranties or guarantees, express or implied, as to the potential volume, sales, income or profits of a LASERPRECISION™ MARKSMANSHIP CLUB Unit Franchise, that any information you acquired from any System franchisee, including regarding sales, income, membership levels, profit, and/or cash flows was not information provided by or obtained from us and we make no representations about that information or its accuracy.

(c) You have represented to us, to induce us to enter into this Agreement, that all statements and representations you made and all information you provided to us are accurate and complete and you have made no misrepresentation or material omission in obtaining this franchise.

(d) You will have sole authority and control over the day-to-day operations of your Unit Franchise and your employees and/or independent contractors. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Unit Franchise, including without limitation, those related to hiring, firing, training, wage and hour

requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Without limiting the foregoing, you are responsible for all decisions relating to hiring, firing, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline and working conditions. At no time will you or your employees be deemed to be our or our affiliates' employees. You must include an express, conspicuous notation and acknowledgment on your employment applications and employment agreements stating that the prospective employee (in the case of an application) and the employee (in case of any employment agreement) acknowledges and understands that you, an independently owned and operated Unit Franchise, are the employer, and that Top Shot Franchising, Inc. is not the employer.

(e) Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractor, nor vice versa.

(f) We have the right to enter into one or more agreements with one or more area representatives to provide certain services we must provide to you under this Agreement.

2. TERM OF AGREEMENT AND SUCCESSOR AGREEMENT.

2.1 Term. The term of this Agreement begins on the Effective Date and expires on the 10-year anniversary of the Effective Date (the "Initial Term"), unless terminated earlier as authorized under this Agreement. For purposes of this Agreement, the term "Term" includes the Initial Term and any term under a Successor Franchise Agreement.

2.2 Offer of Successor Franchise Agreement. You may submit a request to enter into a successor franchise agreement to continue your operation of the Unit Franchise for one additional 10-year term. We will not unreasonably withhold approval of your request, if you comply with and satisfy the following conditions:

(a) You give us written notice of your desire to sign a new franchise agreement, not less than 270 days and not more than 365 days before the end of the Term.

(b) You sign our then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement and may include, without limitation, increased Royalty Fees, Advertising Fees and technology fees.

(c) You are in full compliance with this Agreement, any other agreement between you and us, our affiliates or suppliers, the Manual, and any other System requirements.

(d) You have obtained, maintained, and are in good standing with all necessary and applicable licenses and permits.

(e) You are in compliance with all monetary obligations to us, our affiliates, and to all vendors, suppliers, lessors, and governmental and taxing authorities.

(f) You have made all modifications, repairs, updates, upgrades, and renovations we required for the Location, to the goods and services you offer, to your advertising, marketing and promotional programs, and to your computer, financial, and accounting systems, and are current on all then-required training programs.

(g) You have committed no more than 2 material defaults of this Agreement for which we have issued written notice and a demand for cure during the Term.

(h) You have demonstrated to our satisfaction that you have the right to operate the Unit Franchise at the Location for the duration of the renewal term.

(i) You and your direct and ultimate personal owners, shareholders, members, and partners (as applicable), if you are an entity ("Owners"), sign a general release, in the form we specify, of all claims accruing before the end of the Term, in favor of us and our members, officers, directors, employees, affiliates, and agents, to the extent that release is permitted by applicable law.

(j) You meet all general requirements then applicable to approval of new franchisees.

(k) You pay a renewal fee of 25% of our then-current initial franchise fee for new franchisees, for the right to enter into the successor franchise agreement, which fee you will pay in lieu of any initial franchise fee otherwise required by that agreement.

2.3 Successor Agreement Contingent on Continued Compliance. Your ability to secure a successor franchise agreement is contingent on your continued compliance with all conditions stated above through the end of the Term, and we are permitted to withdraw our approval or cancel any pending agreement if your compliance lapses. No later than 20 days after receipt from us or the end of the Term (whichever occurs first), you and your Owners must sign a successor franchise agreement and ancillary agreements in our then-current form and must submit the signed copies to us. Those agreements will not be binding until signed by us.

2.4 Temporary Extension. If we and you do not enter into a successor franchise agreement, but you continue to operate the Unit Franchise after the end of the Term with our consent, then that will be considered a temporary extension of this Agreement, which extension we are permitted to discontinue at any time and for any reason on 30 days' written notice. If we discontinue that extension, the discontinuation will be considered a non-renewal of this Agreement and not a termination. If we do not consent to your continued operation of the Unit Franchise after the end of the Term, then this Agreement will expire at the end of the Term and under no circumstances will you continue to operate the Unit Franchise.

3. FEES AND PAYMENT.

3.1 Initial Franchise Fee. You agree to pay us an initial franchise fee of $47,000 (the "Initial Franchise Fee") when you sign this Agreement. The Initial Franchise Fee is fully earned when paid and not refundable under any circumstances, regardless of whether or not you ultimately open a Unit Franchise.

3.2 Royalty Fee. You must pay us a continuing Royalty Fee of 6% of Gross Revenues. The Royalty Fee is payable monthly by the 5th day of each calendar month for your Gross Revenues during the preceding calendar month, or as we otherwise require in writing. "Gross Revenues" means the total of all revenue and receipts derived from the operation of the Unit Franchise, including all amounts received at or away from the Unit Franchise, or through the business the Unit Franchise conducts (such as fees from the sale of services and products, fees for the sale of any other services or products, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and all customer refunds and credits you actually make. We reserve the right to require you to pay the Royalty Fee on a different recurring basis, including a weekly or bi-weekly basis, effective on notice to you. We also may designate a different method through which you must pay the Royalty Fee effective on notice to you. The Royalty Fee does not represent payment for the referral of

customers to you, and you agree that the services we offer to you and our other franchisees does not include the referral of customers/clients.

3.3 Advertising Fee. You must contribute to the Ad Fund the amounts we require from time to time (the "Advertising Fee"), not to exceed 2.0% of your Gross Revenues. The Advertising Fee is payable monthly by the 5th day of each calendar month for your Gross Revenues during the preceding calendar month, or as we otherwise require in writing. We may require you to pay less than the full 2.0% Advertising Fee, in our sole discretion, and may require you to pay the full 2.0% Advertising Fee at any time during the Term, effective on written notice to you. You must begin paying the Advertising Fee on the date the Unit Franchise opens for business to the public. You agree that not all System franchisees are required to contribute to the Ad Fund, and that some System franchisees may be required to contribute at different rates.

3.4 Proprietary Software. We have the right to implement and require you to use proprietary software at any time. If implemented, you must pay us a monthly fee for the use of our proprietary software (the "Proprietary Software") in the amount we designate. We have the right to increase or decrease the Proprietary Software Fee at any time on 30 days prior notice to you. You also must pay to us or our designee all fees assessed by suppliers for the technology used in the operation of the Unit Franchise, which may include the development and maintenance of the website, and the development, installation and maintenance of current and future developed software programs. Your obligation to pay the Proprietary Software Fee to us begins on the date we install our Proprietary Software in your Unit Franchise. We reserve the right to require you to pay third-party suppliers directly for any technology we require you to use in the operation of the Unit Franchise at any time effective on notice to you.

3.5 Relocation Fee. If you must relocate your Unit Franchise for any reason, you must pay to us a franchise relocation fee (the "Relocation Fee") of $5,000. The Relocation Fee defrays our costs of approving a new location, reviewing and approving plans for the new location, and updating our records and marketing materials to reflect the new location.

3.6 Form and Manner of Payments. You must pay us all one-time or non-periodic fees, including the Initial Fee, in the form of cashier's check or other form of payment acceptable to us in our sole discretion. You must pay us the Royalty Fee, Advertising Fee, Proprietary Software Fee, and any other monthly or regularly recurring fees (the "Recurring Fees") by an electronic funds transfer ("EFT") (unless we designate a different method) under which we automatically deduct all payments owed to us from your bank account. Before opening your Unit Franchise, you must provide us with your bank name, address and account number, a voided check from your bank account, and must sign and give to us and your bank, all documents necessary to effectuate the EFT program and our ability to withdraw funds from your bank account via EFT. You must immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to require you to pay any fees due under this Agreement by any other means we specify from time to time. Without limiting the foregoing, we reserve the right to (a) require you to pay all Recurring Fees on a different recurring basis, including weekly, bi-monthly, or monthly basis, and (b) designate a different method through which you must pay one or more of the Recurring Fees, effective on notice to you. If you have not properly input the Gross Revenues for any reporting period, then we will debit the Account in an amount equal to 120% of the Royalty Fee, Advertising Fee, and other amounts transferred from the Account for the last reporting period for which a report of the Gross Revenues was provided to us. If at any time we determine that you have under-reported the Gross Revenues or underpaid any Royalty Fee or Advertising Fee due us under this Agreement, then we will initiate immediately a debit to the Account in the appropriate amount, plus applicable interest. Any overpayment will be credited, without interest, against the Royalty Fee, Advertising Fee, and other amounts we otherwise would debit from your account during the following reporting period.

3.7 Overdue and Declined Payments. You will pay us simple interest on any overdue amount at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less. If the payment of any fee is denied or declined by your bank or financial institution, or if any other method of payment you provided fails to allow us to receive when due any payment, then you will reimburse us for all costs incurred in connection with that denial or decline. The inclusion of this Section in this Agreement does not mean we agree to accept or condone late payments, nor does it indicate that we have any intention to extend credit to, or otherwise finance your operation of the Unit Franchise. We have the right to require that any payments due to us or our affiliates be made by certified or cashier's check if any payment is not honored by the bank. We also reserve the right to charge you a fee of $25 for any payment that is not honored by your bank.

3.8 Payments for Products and Services. We have the right, at any time during the Term, to require you to purchase equipment, goods and/or services from us, our affiliates or our designee and to pay us, our affiliate or designee (as we designate) an "Equipment Package Fee" in the amount we designate. You must purchase any such equipment, goods and/or services from us, our affiliates or our designees, as we designate, in a form and manner acceptable to us.

3.9 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalty Fees, Advertising Fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment should be applied.

3.10 No Right to Offset. You must not withhold all or any part of any payment to us or any of our affiliates on the grounds of our alleged nonperformance or as an offset against any amount us or any of our affiliates allegedly may owe you under this Agreement or any related agreements.

3.11 Payment of State or Local Taxes Imposed on Us. You must pay to us all sales taxes, use taxes, personal property taxes and similar taxes that any taxing authority within your state(s) seeks to collect from us on account of your Gross Revenues or on account of fees we collected from you, but excluding our ordinary income taxes or our receipts taxes arising out of fees due or paid from you or us. We are permitted to collect from you any imposed taxes in the same manner as Royalty Fees or require you to make those payments directly to the applicable taxing authority or authorities.

4. DEVELOPMENT AND OPENING OF THE UNIT FRANCHISE

4.1 Site Approval. If we have accepted a location for the Unit Franchise before the Effective Date, the Location will be stated on Exhibit 1. If we and you have not agreed on an accepted location for the Unit Franchise before signing this Agreement, then you are responsible for selecting the site for the Unit Franchise.

(a) If we and you have not agreed on an accepted location for the Unit Franchise before signing this Agreement, within 90 days after the Effective Date of this Agreement, you must, at your sole expense find a location within the Site Selection Area (defined in Exhibit 1), which location is subject to our prior approval, which we may grant or withhold in our sole discretion. To obtain our approval, you agree to send us a proposed site acceptance packet that may include the following items: maps; completed checklists; photographs; diagrams of the premises with measurements; proforma and, other information and materials that we reasonably require, along with a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site. We will use reasonable efforts to accept or reject the proposed site within 30 days after receiving your proposed site acceptance packet. If we do not accept your proposed site within 30 days of receiving your proposed site acceptance packet (or after you provide any supplemental information that we request), the proposed site is rejected. On our acceptance of a site, and

after you secure the site, we will insert its address into Exhibit 1, and it will be the Location. You may operate the Unit Franchise only at the Location.

(b) You agree that, if we suggest, accept, or give you information regarding a site for the Location, our action is not a representation or warranty of any kind, express or implied, of the site's suitability for a Unit Franchise or any other purpose. Our action indicates only that we believe the site meets our then minimum acceptable criteria. Applying criteria that has appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we suggest or accept for the location of a Unit Franchise fails to meet your expectations. Accordingly, you agree that your acceptance of the Franchise under this Agreement is based on your own independent investigation of the site's suitability for the Location.

(c) Your failure to submit a completed site acceptance packet with the required information, and/or failure to secure an approval from us for a proposed Site for the Location in a timely manner is NOT a reason for extending the Opening Deadline.

4.2 Lease or Purchase of Location. Following our approval of your site acceptance packet, you must obtain lawful possession of the Location by signing a lease for the Location ("the Lease"). Before signing a lease, you must submit it to us for our approval, and as a condition of our approval, the Lease for the Location MUST include the form of Addendum to Lease, attached as Exhibit 3 to the Franchise Agreement. We will approve or disapprove the lease for your Location within 15 days of receipt of your request for approval. Before signing your Lease, you must ensure that your operation of the Unit Franchise at the Location will not violate any applicable law or regulation, including without limitation any zoning, parking, and use restrictions relating to the Location. You must deliver a signed copy of the Lease and the Addendum to Lease to us within 7 days of signing of the Lease.

4.3 Prototype and Construction Plans and Specifications. We will furnish to you a prototypical, generic schematic plan together with a set of specifications for your Unit Franchise, reflecting our requirements for design, decoration, furnishings, furniture, layout, equipment, fixtures and exterior and interior signage for LASERPRECISION™ MARKSMANSHIP CLUB Unit Franchises. You agree that it is your sole responsibility to prepare all required construction and build-out plans and specifications for the Unit Franchise and to ensure that all plans and specifications comply with all applicable laws, rules and regulations, including those rules governing public accommodations for persons with disabilities (including the Americans with Disabilities Act), and all other applicable ordinances, building codes, zoning regulations, permit requirements and lease restrictions. You are responsible for retaining a licensed architect we designate or approve, who will then prepare architectural and/or mechanical and engineering plans and specifications, as may be required by, and that comply with, all applicable ordinances, building codes, permit, and lease requirements applicable to the Location. You will submit to us for approval all construction and design plans for adapting our specifications to your location. We will review those plans and will approve or disapprove them in writing no later than 30 days after receipt. You agree that our review is limited to ensuring compliance with our required design and other requirements and will not include any assessment of whether or not the plans and specifications meet the requirements of all applicable laws, rules, ordinances and regulations, which will at all times remain your sole responsibility. You must submit final construction plans and specifications to us for our approval before you begin construction at the Location and must construct the Unit Franchise and secure all manner of construction and operational approvals in accordance with those approved plans and specifications. You will provide us with any progress reports we request during the course of any design, construction, and remodeling work. We are permitted to visit and inspect the Location at any time during the design, construction, and remodeling process.

4.4 Development of the Unit Franchise. You agree at your own expense to do the following by the Opening Deadline stated in Exhibit 1: (1) secure all financing required for operating and development capital to fully develop, fund and operate the Unit Franchise in accordance with this Agreement and the System; (2) obtain all required building, utility, sign, health, sanitation and business permits and licenses and any other required permits and licenses necessary to operate a Unit Franchise at the Location; (3) construct the Unit Franchise according to the approved construction plans and specifications; (4) decorate the Unit Franchise in compliance with the approved plans and specifications; (5) purchase and install all required equipment, furniture, furnishings and signs; (6) complete the training requirements of Section 5; (7) purchase an opening inventory of products and other supplies and materials; (8) provide proof, in a form satisfactory to us, that your operation of the Unit Franchise at the Location does not violate any applicable state or local zoning or land use laws, ordinances, or regulations, or any restrictive covenants that apply to the Location; (9) provide proof, in a form satisfactory to us, that you (and/or your General Manager, as defined in Section 7.2, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by your Unit Franchise, and that your organizational structure is consistent with all legal requirements; (10) provide proof, in a format satisfactory to us, that you have obtained all required insurance policies, and have named us, as an additional insurance under all policies; (11) submit to us a completed copy of the grand opening checklist we provide to you; (12) do any other acts necessary to open the Unit Franchise for business; (13) obtain our approval to open the Unit Franchise for business; (13) engage all necessary staff required by law to legally operate your Unit Franchise; and (14) open the Unit Franchise for business.

4.5 Equipment and Assets used in Unit Franchise Operations. We will provide, to the extent we deem necessary, you with our written specifications for certain equipment, signs and fixtures for the Location. You must purchase and use in connection with the operation of the Unit Franchise, all equipment (including simulators, recoil pistols, dry-fire magazines, other pistols, camera systems, and television monitors), fixtures, furnishings, signs and supplies we designate from suppliers we designate or approve.

4.6 Computer System.

(a) General Requirements. You agree to exclusively use in the development and operation of the Unit Franchise the computer terminals/billing systems and operating software ("Computer System") that we specify. You agree that we may modify these specifications and the components of the Computer System periodically. As part of the Computer System, we may require you to obtain specified computer hardware and/or software, including without limitation, a license to use Proprietary Software developed by us or others. Our modification of the specifications for the components of the Computer System may require you to incur costs to purchase, lease and/or obtain by license new or modified computer hardware and/or software, and to obtain service and support for the Computer System during the term of this Agreement. You agree that we cannot estimate the future costs of the Computer System (or additions or modifications thereto), and that the cost to you of obtaining the Computer System (or additions or modifications thereto), including software, may not be fully amortizable over the remaining term of this Agreement. Nonetheless, you agree to incur these costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications thereto). Within 60 days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. You agree that we and our affiliates have the right to charge a reasonable systems fee for software or systems installation services; modifications and enhancements specifically made for us or our affiliates that are licensed to you; and other maintenance and support Computer System-related services that we or our affiliates furnish to you. You have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of third parties; and (3) all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded).

(b) Software. If implemented, we will provide you with access to our Proprietary Software, that you must install onto the Computer System and use in the daily operation of the Unit Franchise. In addition, we may, periodically and at any time, contract with one or more software providers, business service providers, or other third parties (individually, a "Service Provider") to develop, license, or otherwise provide to or for the use and benefit of you and other Unit Franchises, certain software, software applications, and software maintenance and support services related to the Computer System that you must or may use in accordance with our instructions for your Computer System. You also must use the point of sale and scheduling software that we specify in our Manual, as defined in Section 6.1.

(c) You grant us unlimited independent access to the data generated by your Computer System, without restriction, and will permit us to poll via electronic connection your computer, point of sale and technology systems for any purpose, including to compile sales data, consumer trends, labor costs, and any other financial and marketing information we deem appropriate.

(d) You agree to input all Unit Franchise transactions into the Computer System accurately and in a timely manner to ensure that all reports are accurate.

4.7 Equipment, Furniture, Fixtures, Furnishings and Signs. You agree to use in the development and operation of the Unit Franchise only those brands, types, and/or models of equipment, furniture, fixtures, furnishings, and signs we have approved.

4.8 Opening Timeline. Unless we agree otherwise, you must open your Unit Franchise for business no later than the Opening Deadline stated in Exhibit 1 to this Agreement. If no Opening Deadline is stated in Exhibit 1, then the Opening Deadline is 180 days from the Effective Date.

(a) You agree not to open the Unit Franchise for business until: (1) all of your obligations under Sections 4.1 through 4.8 of this Agreement have been fulfilled; (2) we determine that the Unit Franchise has been constructed, decorated, furnished, equipped, and stocked with materials and supplies in accordance with plans and specifications we have provided or approved; (3) you and any of your Unit Franchise's employees whom we require complete our pre-opening Initial Training (as defined in Section 5.1) to our satisfaction; (4) the Initial Unit Franchise Fee and all other amounts due to us have been paid; (5) you have furnished us with copies of all insurance policies required by Sections 13.3 and 13.4 of this Agreement, or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; and (6) we have approved any marketing, advertising, and promotional materials you desire to use, as provided in Sections 8.1 and 8.4 of this Agreement.

(b) If you are delayed from opening your Unit Franchise by the Opening Deadline, you must immediately provide us with a written request to extend the deadline, which we may grant or deny in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

(c) Unless we agree to extend the Opening Deadline, if you do not open your Unit Franchise for business by the Opening Deadline, you are in default of your Franchise Agreement. On receipt of written notice from us of this default, you must cure this default by opening your Unit Franchise for business no more than 90 days after receipt of this notice, or 180 days after the Opening Deadline, whichever occurs first. If you fail to cure your default, we have the right to immediately terminate this Agreement.

5. TRAINING.

5.1 Initial Training. No later than 30 days before the Unit Franchise opens for business, you must attend our initial training program for your Unit Franchise (the "Initial Training") at the time and place we designate. You (if you are an individual) or at least one of your Owners (if you are a legal entity) must complete the Initial Training to our satisfaction. If you employ a General Manager other than yourself or one of your Owners, that General Manager must also complete the Initial Training to our satisfaction. Other employees may complete the Initial Training at your sole discretion and expense, provided you first obtain our approval and subject to availability of facilities and materials. The Initial Training may include classroom instruction and Unit Franchise operation training, and is furnished at our training facility in Indianapolis, Indiana, your Unit Franchise, and/or at another certified training location we designate. Our Initial Training program may be different for each employee depending on their responsibilities at the Unit Franchise. There is no tuition charge for the people whom we require to attend Initial Training or for any additional personnel of your choosing. All people who attend our Initial Training must attend and complete the Initial Training to our satisfaction. If we, in our sole discretion, determine that any General Manager or employee who attends any Initial Training program is unable to satisfactorily complete this program, then you must not allow that person to work at your Unit Franchise, and must identify a substitute General Manager or employee who must enroll in the Initial Training program within 15 days thereafter, and complete the Initial Training to our satisfaction. You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend our Initial Training. You may not open your Unit Franchise until your initial trainees have successfully completed Initial Training.

5.2 Unit Franchise Opening. We will provide an opening supervisor to be on site at your Unit Franchise to assist you with your operational efficiency, staff training, Unit Franchise setup and grand opening. The opening supervisor is on site 1 day before the opening of your first Unit Franchise and for 1 day after the opening of your first Unit Franchise. You must reimburse us for the expenses that we incur for this opening supervisor, including for example, lodging, food, and other miscellaneous expenses, plus travel expenses to and from your location.

5.3 Additional Training Programs. You agree to attend, or to have your General Manager (if applicable) and/or other employees (including any firearms instructors that work in your Unit Franchise) complete all additional training programs at places and times as we require during the term of this Agreement. No firearms instructors may perform services at your Unit Franchise until they have successfully completed our training. We reserve the right to charge you our then-current training fee (which may be an hourly rate, a flat rate and/or a rate assessed per day of training) for your required attendance at any additional training. You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend any mandatory or optional training we provide. You agree that, for any training program that we require, we may provide, supplement or replace any and all portions of the training program with online or remote access training modules. You must participate in and complete all online and remote access training as we designate.

5.4 Firearms Instructor Training. At your request, we will provide training to any new firearms instructors that you hire to work at your Unit Franchise. Each firearms instructor must attend and successfully complete our training program before they may provide services at your Unit Franchise. There is a fee of $250 per day per person for this training. You are also responsible for any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all firearms instructors or employees who attend our training.

5.5 Franchisee Meetings. We have the right to offer and hold Unit Franchisee meetings on the topics and at times and locations as we deem necessary or appropriate. We have the right to make any of these meetings mandatory for you and/or designated owners, and/or representatives of yours, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount we set for each of your attendees at any mandatory or optional owners meeting.

5.6 Mandatory Certifications. Your General Manager (if any), firearms instructors, and other employees must obtain all certifications and licenses required by law to perform their responsibilities for the Unit Franchise.

5.7 Additional Assistance. We will provide initial and continuing advisory assistance in the operation of the Unit Franchise as we deem necessary or advisable. We will provide assistance in our discretion, by telephone, email, internet communication and on-site visits. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we will provide you with assistance at our then-current rate for providing ongoing assistance, plus expenses, including our travel and lodging expenses.

6. BRAND STANDARDS MANUAL.

6.1 Manual. The Manual contains our mandatory and optional specifications, standards, and operating procedures for the operation of your Unit Franchise, as well as information relative to other obligations you have in the operation of the Unit Franchise. The Manual may be composed of or include audio recordings, video recordings, or any other format, and/or other written or intangible materials.

6.2 Access to Manual. We will provide you with access to the Manual online through electronic access in the form we designate. You must operate the Unit Franchise in strict compliance with the Manual, which you agree we have the right to modify from time to time. The Manual will remain confidential and our exclusive property. You must not disclose, duplicate or make any unauthorized use of any portion of the Manual and you must protect the confidentiality of any usernames and passwords used to access the Manual. You must ensure that your copy of the Manual is current and up to date. You are liable to us for any damages arising out of you allowing the Manual to fall into the hands of any unauthorized persons, including any attorneys' fees or costs we incur remedying the unauthorized access. If there is a dispute relating to the contents of the Manual, the master copy that we maintain at our corporate headquarters will control.

6.3 Compliance with Manual. Without limiting other provisions in this Agreement, you will operate the Unit Franchise in compliance with this Agreement and the Manual, including by operating the Unit Franchise strictly in accordance with the standards of customer service, safety, cleanliness, environmental care, consistency, training, brand image, advertising, and promotion we prescribe. You agree that, to ensure that the System remains competitive and responds to changes in technology, customer and member preference, and other factors, we may, by written notice to you, add to, delete from, modify, or otherwise change the System and the Manual, including without limitation by adding new or enhanced services and products, new operational requirements, and new techniques and methods of operation. We will provide any revisions to you in a written form of our choosing. You will immediately adopt all revisions that do not require any material expenditure by you and will adopt all other revisions within a reasonable time not to exceed 30 days after your receipt of the revision. You agree that you may be required to incur an increased cost to comply with any changes at your expense.

6.4 Modifications to System. We will continually be reviewing and analyzing developments in the shooting simulator industry, as well as developments in fields related to small-business management, and based on our evaluation of this information, may make changes in the System, including but not limited to, adding new components to services offered and equipment used by Unit Franchises.

7. FRANCHISE OPERATING STANDARDS.

7.1 Full-Time Best Efforts. You agree to dedicate your full-time, best efforts to operating the Unit Franchise and performing the obligations of this Agreement. You must continuously exert your full-time best efforts to promote and enhance the business of the Unit Franchise for the entire Term. If you are other than an individual, then at least 1 Owner, director, officer, or other employee of yours whom we approve must comply with this requirement.

7.2 General Manager. At your request, we may, but are not obligated to, agree for you to employ a general manager to operate the Unit Franchise ("General Manager"). The term "General Manager" means an individual with primary day-to-day responsibility for the Unit Franchise's operations and may or may not be you (if you are an individual) or an Owner, officer, director, or employee of yours (if you are other than an individual). We may or may not require that the General Manager have an equity interest in the Unit Franchise. Any General Manager must devote his or her full time, best efforts, and constant personal attention to the Unit Franchise's operations, and must have full authority from you to implement the System at the Unit Franchise. Each General Manager and successor General Manager must attend and complete our Initial Training program. No General Manager may have any interest in or business relationship with any business competitor of your Unit Franchise. Each General Manager must sign a written agreement, in a form approved by us, to maintain as confidential our Confidential Information described in Section 11.1, and to abide by the covenants not to compete described in Section 12. You must forward to us a copy of this signed agreement.

7.3 Guidance and Assistance. During the term of this Agreement, we may periodically furnish you guidance and assistance on: (1) specifications, standards, and operating procedures used by Unit Franchises; (2) purchasing approved equipment, furniture, furnishings, signs, materials and supplies; (3) development and implementation of local advertising and promotional programs; (4) general operating and management procedures; and (5) changes in any of the above that occur during the Term. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, operations manuals and other written materials (the "Manual"), and/or telephone consultations and/or personal consultations at our offices or your Unit Franchise. If you request—and if we agree to provide—any additional, special on-Location training of your personnel or other assistance in operating your Unit Franchise, then you agree to pay a daily training fee in an amount we determine, and all expenses we incur in providing this training or assistance, including any wages or compensation owed to, and travel, lodging, transportation, and living expenses incurred by, our Company personnel.

7.4 Maintenance and Appearance. You will maintain the Location in a clean, orderly, and attractive manner at all times when open for business and will promptly conduct any repairs and replacements necessary to maintain the Location in compliance with the standards and specifications stated in the Manual.

7.5 Upgrades and Alterations. You will make any additions, alterations, upgrades, repairs and replacements we require in connection with your operation of the Unit Franchise at your sole expense, including without limitation periodic redecorating, refurbishment, remodeling, replacement of signs, fixtures or materials, and upgrading and/or replacement of equipment. Without limiting the foregoing, you must ensure that, at all times during the Term, you take the following actions at your expense (i) regular and thorough cleaning; (ii) repainting and redecorating of the interior and exterior of the Unit Franchise

premises as we direct; and (iii) repair and/or replace, as we designate, damaged, worn-out and/or obsolete equipment, fixtures and/or furnishings. You agree that we have the right to change the trade dress and you agree to comply with and implement all modifications necessary to comply with these changes at your sole expense.

7.6 Inspections. To determine whether you and the Unit Franchise are complying with this Agreement and the specifications, standards, and operating procedures we require for the operation of the Unit Franchise, you will permit us or our agents or representatives to enter the Location at any time during normal business hours and with or without prior notice for the purposes of conducting inspections, taking photographs, sampling goods and services (including by using "secret shoppers"), and speaking with employees, customers and members. You will cooperate fully with our agents or representatives by providing any assistance that those agents or representatives reasonably request, and by allowing those agents or representatives access to every part of the Location and to remove reasonable quantities of products or other goods for purposes of testing or examining samples. On notice from us or our agents or representatives, and without limiting our other rights under this Agreement, you will promptly remedy any deficiencies detected during any inspection.

7.7 Authorized Products and Services. You agree that you will offer and sell only the authorized goods and services, and that your control over those goods and services and the methods of their delivery is essential to maintaining and improving the reputation and goodwill associated with the Marks. You will not offer any additional or alternative goods or services without our written consent, and your submission to us of any proposal to offer or sell additional goods or services will constitute an assignment of any rights in those goods or services for us to offer or sell them ourself, to make them available to other Unit Franchises, and to make them and any revisions, alterations, or derivations available to you and any other Unit Franchise. If you use, sell or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, charge you an administrative fee of $100 per violation, plus any Royalty Fee due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products. You will provide all services and goods we approve. You must at all times maintain sufficient levels of inventory and other products, of the type, quantity and quality as specified in the Manual or otherwise in writing, to adequately satisfy consumer demand. You must offer and sell all private label or branded products that we designate for sale by System franchisees. You must reorder and stock in sufficient supply all proprietary and/or branded products as necessary to meet reasonably expected consumer demand at the Unit Franchise throughout the Term.

7.8 Designated Sources of Goods, Services, Supplies, Materials, and Equipment. You will use all vendors and suppliers, which may include us and/or our affiliates, as we designate, as a required source for any goods, services, supplies, materials, and equipment. We and our affiliates are permitted to receive any payment or benefit from any vendors or suppliers resulting from any franchisee purchase or lease, and we and our affiliates are permitted to impose markups on products and services we and/or our affiliates supply, and to derive revenue and other material consideration on account of your purchase or lease of any goods, services, supplies, materials, or equipment. We and our affiliates have the right to use these payments, benefits and consideration in any manner, without restriction, for any purposes we and/or our affiliate(s) deem appropriate. We will, to the extent we deem necessary, provide you with specifications for products, inventory and equipment you must purchase, and regarding any designated suppliers from which you must purchase any product, good inventory, goods, and supplies necessary for the start-up and ongoing operation of the Unit Franchise.

7.9 Supplier Approval. If you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. At our request, you must provide us, for testing purposes, samples of the item

you wish to purchase. You must provide, at our request, all information we reasonably request related to the proposed supplier, including, without limitation, information related to insurance coverage, fulfillment capabilities, dealings with competitive systems, quality control standards, among other information. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you must reimburse us for our reasonable testing costs, regardless of whether we approve the item or supplier. We will generally respond to your request within 30 days after we have received all information we request on the proposed supplier. Nothing in the foregoing will be construed to require us to approve any particular supplier. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation we deem necessary or desirable in our System as a whole. We are not required to approve an unreasonable number of suppliers for a given item, which approval might, in our reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that the products or suppliers no longer meet our standards. On receipt of written notice of our revocation, you must cease purchasing products from that supplier. You must use products purchased from approved suppliers solely in connection with the operation of your Unit Franchise and not for any competitive business purpose.

7.10 System Suppliers. We may establish business relationships, from time to time, with suppliers who may provide services or produce, among other things, certain furnishings, supplies, fixtures, equipment and inventory according to our proprietary standards and specifications, private label equipment, or private label goods that we have authorized and prescribed for sale by Unit Franchises ("System Suppliers"). You agree that these products and services are essential to the operation of the Unit Franchise and to the System generally. You further agree that your failure to pay System Suppliers may interfere with the suppliers' willingness to supply the System, which may result in other Unit Franchises' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, you agree to pay System Suppliers as and when due. We have the right to change the System Suppliers at any time during the Term. We and our affiliates have the right to become a System Supplier for any product, service, equipment and/or item, and to require you to pay us and/or our affiliates for these products, services, equipment and/or items, at any time on notice to you.

7.11 Agreements with Members. You agree that it is your responsibility to ensure that all waivers, notices, membership agreements, contracts and other legal documents used in the operation of your Unit Franchise comply with all applicable laws, rules and regulations and with our standards and specifications (to the extent permissible under applicable law). We have the right to provide a suggested form of any waiver, notice, membership agreement and/or contract for you to review with your local counsel to endure compliance with all applicable laws, rules and regulations. If your counsel advises modifications to any forms on account of applicable regulations, you must provide us with advance written notification of the proposed modifications. We have the right to disapprove of any proposed membership agreement, contract, and waiver or notice if we determine that it does not comply with our standards and specifications. You agree that our approval or disapproval of any proposed form will not constitute an evaluation of whether or not the form is in compliance with applicable laws, rules and/or regulations. You must prominently display in the Unit Franchise and in all membership agreements, waivers, contracts, legal documents, stationery and advertising materials that you are the independent owner of the Unit Franchise and a licensed System franchisee.

7.12 Forms of Payment; Member Information. You will maintain agreements or arrangements with any financial institution, payment provider or credit/debit card issuer or sponsor we designate, in order that the Unit Franchise may accept customers' and members' credit cards, debit cards, checks, and other methods of payment we designate. You agree that we have the right to unrestricted access to all of your customer and member information, including names, addresses, telephone numbers, email addresses and

other collected information (the "Unit Franchise Member Info"). To the fullest extent permissible under applicable law, we and/or our affiliates will have the right to access and use the Unit Franchise Member Info for business activities, and you must provide this information to us on our request. You must obtain from all your Unit Franchise's members all consents and authorizations, including as required under applicable law, and provide these members with all disclosures required under applicable law, enabling you to transmit Unit Franchise Member Info to us and our affiliates, and permitting us and our affiliates the right to use this information for any legally permissible purposes. If this Agreement is terminated or expires and you do not enter into a Successor Franchise Agreement, we and/or our designee have the unrestricted right to use the Unit Franchise Member Info in any manner we deem necessary or appropriate, including, without limitation for the purpose of communicating the closure of the Unit Franchise and the transfer of members to one or more other Unit Franchises in the System. We may periodically coordinate or conduct market research studies and/or similar programs and you agree to assist us in collecting and disclosing to us or our designee, information from your customers or members, including surveys and other questionnaires or similar information gathering methods.

7.13 Member Programs; Promotional Programs. You agree that we have the right to require you to offer and participate in member programs, including charitable promotions, loyalty programs, reciprocity and transfer programs, discounts and other promotions at your sole expense. You are responsible for ensuring compliance with all applicable laws, rules and regulations in connection with offering and participating in these programs and promotions. You must participate in all these programs, to the fullest extent permissible under applicable law. We and our affiliates have the right to receive payments from third parties in connection with any programs and/or promotions, without restriction.

7.14 You are Solely Responsible for Your Employees. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Unit Franchise, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. To the extent any System standards, resources in the Manual or other written materials address any employment related matters, those are not mandatory but are merely recommendations, suggestions or guidelines.

7.15 Pricing. To the fullest extent permissible under applicable law, we have the right to designate pricing for services and goods offered and sold at the Unit Franchise. We may communicate mandates in the Manual or otherwise in writing. If we designate pricing restrictions, you must comply with these requirements and will only charge prices as we establish in the Manual or otherwise in writing. Otherwise, you are responsible for determining the prices you charge Members and customers, and you will provide information regarding your prices to us on request.

7.16 Ensuring Your Compliance. Without limiting any right or remedy in this Agreement, we are permitted to take any reasonable measures to ascertain and ensure your compliance with all requirements of this Agreement and the Manual.

7.17 Advisory Councils. We have the right to require that a franchisee advisory council be formed, changed, dissolved or merged at any time, at our sole discretion. If formed, the council will serve in an advisory capacity only and will be governed by the bylaws and rules we designate or approve.

7.18 Pending Actions. You must notify us of legal proceedings, in writing, within 5 days of the commencement of any action, suit or proceeding or the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of you or the Unit Franchise.

8. ADVERTISING.

8.1 Grand Opening Marketing. You must participate in a grand opening promotion and all marketing and sales promotion programs that we may authorize or develop for Unit Franchises. You must spend at least $12,000 and preferably up to $24,000 on grand opening marketing beginning no later than 30 days before the opening of your Unit Franchise and ending 60 days after this opening date (the "Grand Opening Period"). Your grand opening promotion costs include your required local advertising expenditures for your first 3 months of operations.

8.2 Local Marketing. In addition to the Advertising Fees stated in Section 3.3, you must spend at least $500 each month during the Term on marketing in your local market (the "Minimum Local Advertising Requirement"). We may require you to use one or more required suppliers or vendors for your local marketing. All proposed local marketing must be submitted to and approved by us before you enter into any marketing agreements. You must provide us (in a form we approve or designate) evidence of your required local marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local marketing.

8.3 Local and Regional Marketing Cooperative. We are permitted to establish or to authorize any number of co-operative marketing programs (an "Co-op") to coordinate advertising, marketing, and promotions among Unit Franchises within a certain region. You will participate fully and in good faith in any Co-ops we require. The amount you pay to your Co-op is determined by the Co-op members in accordance with the Co-op's rules, regulations and bylaws. We are permitted, though not required, to delegate to any Co-op the full or limited right to direct its own operations, and you will follow all rules and procedures the Co-op prescribes; except that no Co-op we create or manage will be permitted, without our consent: (i) to impose any fee or mandatory contribution to the members on an unequal basis; or (ii) to allocate votes among members on any basis other than one vote per Unit Franchise. No marketing or promotional plans or materials may be used by the Co-op or furnished to its members without our written approval. All plans and materials must be submitted to us in accordance with the procedure stated in Section 8.4. We are permitted, but not obligated, to resolve any disputes between you and any other franchisee concerning any Co-op matter, and you will honor and adhere to any decision or direction we issue concerning that dispute. For the sake of clarity, any contributions or fees you pay to a Co-op reduce the local marketing requirement described in Section 8.2. If we administer the Co-op, we will make available to you an unaudited annual statement of operations. Further, we will make available the books and records of the Co-op to you for review on your reasonable written notice.

8.4 Local Marketing Content. You are permitted to conduct your own advertising and promotions in your reasonable discretion. You must ensure that your local advertising and promotions reflect favorably on and do not disparage the Marks, us, and any other Unit Franchise. Before use, you must submit to us all print and other materials intended for media placement or public display (either in print or electronically), and a description of all proposed public or marketing events. You will use only materials we approved or provided and will participate only in events we approve. You must submit to us, at least 15 business days before publication or use, samples of all sales, promotional, and advertising materials you desire to use and that we have not previously approved, including, but not limited to, print, radio and television advertising, signage, supplies and packaging. Our failure to approve or disapprove the materials within 15 business days of receipt is deemed a rejection. If you submit to us for approval any materials or proposals, then we are permitted to adopt those materials or proposals for general use in advertising or promotions, in which case you will take any action we reasonably request to document and confirm an irrevocable and perpetual assignment to us of any copyright and a waiver of any moral rights relating to that advertising or promotion in consideration of the continued use of the Marks and System.

8.5 Ad Funds.

(a) Establishment of Ad Funds. We have the right to establish, maintain and administer, directly or through our designee, one or more regional and/or national advertising, marketing, and promotional funds for advertising, marketing, public relations programs, brand development, and/or promotions we select in our sole discretion. You must pay the Advertising Fee stated in Section 3.3 to us. We will contribute the Advertising Fee we collect from you to the Ad Fund. Any locations owned by us or our affiliates will contribute to the Ad Fund on at least the same basis as Unit Franchisees do. We have the right to use and/or to designate the use of the Ad Fund to pay all expenses related to media placement, commissions, market research, creative and production costs, website development and optimization, development and implementation of mobile applications, social media activities, preparing and producing advertising and/or marketing videos, ad-word purchasing programs, public relations, artwork, printing, administration of regional and/or multi-regional advertising programs, purchasing direct-mail and other media advertising, developing and administering marketing and advertising training programs and materials, conducting market research, creating, developing and/or optimizing System websites and/or mobile applications, and all other expenses, or compensation reasonably related to advertising, marketing, public relations and/or promotions, including, without limitation, salaries and compensation of marketing personnel. You authorize us to collect for remission to the Ad Fund any advertising monies or credits offered by any supplier to you based on purchases you make. We are permitted to perform any Ad Fund functions ourself through our employees, representatives, agents, or affiliates, in which case we may compensate ourself or our affiliate from Advertising Fee payments for the reasonable cost of performing those functions, including reasonable allocations of overhead and administrative expenses.

(b) No Specific Ad Fund Allocation Required. You agree that the purpose of the Ad Fund is to maximize general public recognition and patronage of the services and goods offered by Unit Franchises and to build the value of the Marks, us and the System. We have no obligation to ensure that you benefit directly or on a pro rata basis from the expenditure of any Advertising Fees or from the placement or conduct of advertising, marketing, or promotional activities, and your own benefits will vary depending on your proximity to other Unit Franchises, the competition from other industry operators in your area or region, the types of media reasonably available and the costs of those media, and other factors. We have no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Ad Fund. You are not a third-party beneficiary of any other franchise agreement and have no right to require or enforce any contributions from other Unit Franchises to, or with respect to the administration of, the Ad Fund. You have no proprietary right in the Ad Fund or the media created for it, and Advertising Fee funds are not held in trust and do not create any trust or fiduciary duties on behalf of us. We reserve the right to defer or reduce contributions of any System franchisees. We have the right to suspend, reinstate and/or terminate the Ad Fund temporarily or permanently, in our sole discretion.

(c) Ad Fund Accounting. In connection with the Ad Fund: (i) we will account for the Ad Fund separately from our other accounts or assets (but we are not required to maintain a separate bank account); and (ii) we may establish a separate entity to receive payments and administer the Ad Fund with comparable rights and restrictions established in this Agreement, in which case we may require you to submit Advertising Fee payments directly to that separate entity. The Ad Fund may borrow from us or others to cover deficits or invest any surplus for future use. We and others may charge interest at an annual rate 1% greater than the rates we pay to our lenders. We may spend on behalf of the Ad Fund, in any fiscal year, an amount greater or less than the aggregate contribution of all Unit Franchises in the Ad Fund for that year. We will prepare an unaudited internal annual statement of monies collected and contributed to the Ad Fund and costs the Ad Fund incurred and will, provided that you submit a written request for the report no later than 120 days following the close of each fiscal year, provide a copy of the annual statement to you on completion. We have the right to require the Ad Fund to be incorporated or operated through a separate entity at any time.

8.6 Websites & Digital Marketing. We have the right to maintain an interactive website for the benefit of us and our franchisees (the "Website").

(a) We will determine, in our sole discretion, all features of the Website, including the domain name, content, format, and links to other websites. We also have the right to modify, suspend or temporarily or permanently discontinue the Website at any time, in our sole discretion. We and our affiliates have the right to sell merchandise directly to retail and/or wholesale customers via the Internet under the "LASERPRECISION™ MARKSMANSHIP CLUB" name and the Marks, to create a website containing the "LASERPRECISION™ MARKSMANSHIP CLUB" name and the Marks, and the exclusive right to reserve or to use "LASERPRECISION™ MARKSMANSHIP CLUB or any derivative or related or similar domain name or e-mail address (without regard to domain name suffix).

(b) You are not permitted to access the Website in any manner, such as linking, framing, or using the Marks as "keywords" or "adword" purchasing in conducting SEO marketing. In addition, you are not permitted to establish your own web page without securing our prior written consent, which may be granted or withheld in our sole discretion. Except as we approve in advance in writing, you must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other social media platform or other public computer network in connection with the Unit Franchise, including any profile on Facebook, Instagram, TikTok Twitter, LinkedIn, YouTube or any other currently existing or future developed social media and/or networking site or mobile application ("Social Media Site"). We have the right to, directly or through our affiliates or designee, establish, develop, administer and maintain one or more websites, mobile applications and/or future developed technology (each an "App") for franchisees, Unit Franchise members and/or prospective members. You must, if we require, use and promote the use of the Apps.

a) You may not advertise any goods or services on any website or on any Social Media Site without securing our prior written consent, which we may withhold in our sole discretion.

b) You may not use any of the Marks in any Internet website or Social Media Site without our prior written consent.

c) You will not create, affiliate yourself with, or advertise on any website without our written consent. If we grant our consent for your website, then you will adhere to any guidelines or restrictions on the content or design of that website and will remove or alter any content as we direct at any time.

(c) NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND/OR PERFORMANCE OF THE WEBSITE, ANY APP, SOFTWARE, AND/OR ANY SOCIAL MEDIA SITE OR PAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF ANY WEBSITE, SOCIAL MEDIA SITE, MOBILE APPLICATION OR SOCIAL MEDIA PAGE.

9. ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS.

9.1 Reports. You must use the Computer System to collect and provide us with all data we specify or require. You must provide and permit us unrestricted access to your Computer System.

(a) We will pull from the Computer System or you must provide to us in a form and format we prescribe, by Tuesday of each week, an electronic report of the Unit Franchise's Gross Revenues for the preceding week ending on, and including, Sunday, and any other data, information, and supporting records that we may require.

(b) In addition, you must, no later than the 5th day of each calendar month (or any other date we designate), provide to us in a form and format we prescribe: (a) a report of all Gross Revenues during the preceding month (the "Monthly Report"), (b) a report relating to customer and member information containing the detail we prescribe, and (c) all other monthly reports we require. Your submission of the Monthly Report to us will constitute your representation that the contents of the Monthly Report are accurate to the best of your knowledge.

9.2 Records. You must establish and maintain, at your sole expense, a bookkeeping, accounting and recordkeeping system that complies with our requirements and specifications at all times during the Term. You will keep accurate records and books of account in relation to the Unit Franchise, including records of all goods and services provided to customers and members, all prices charged, all customer and member information, and all Gross Revenues received or credited, in a form and detail we prescribe or approve in the Manual. You will acquire at your own expense and use (in accordance with our specifications and requirements) all accounting or other record-keeping software (including any web-based software or system) we require. We have the unrestricted right to electronically access all your accounting and record keeping software, as well as any other data related to the operation of the Unit Franchise in the form and manner we designate. You will preserve for at least 7 years after the end of each fiscal year all books and records related to that year.

9.3 Annual Reporting. At our option, in addition to the Monthly Reports, you must submit to us, no later than 90 days after the end of each fiscal year, the following information concerning the fiscal year, which you must certify as correct:

(a) A statement of Gross Revenues for the year as finally adjusted and reconciled after the close and review of your books and records for the year. If that statement discloses any underpayment of Royalty Fees, Advertising Fees, or any other payments due to us, then you must pay to us, at the time of submitting the annual statement, the amount of that underpayment. We will credit to your account any overpayment disclosed by this statement; however, we are not precluded from disputing whether an overpayment has occurred.

(b) Complete financial statements, including a balance sheet, income statement, and monthly profit and loss statement, all prepared in accordance with U.S. generally accepted accounting principles and certified by you and your Owners as true and correct.

(c) Annual state and local sales tax returns or reports, and federal, state, and local income tax returns.

(d) Metrics and other financial information we reasonably request regarding the Unit Franchise's operation.

(e) Any other reports and financial information (including up-to-date personal financial information on your guarantors) as we reasonably require.

9.4 Corporate Records. If you are an entity, then you must provide to us on request copies of your entity records, including your formation documents (certificate of incorporation or organization or other documentation establishing your entity status), your governing documents (bylaws or operating agreement, any shareholder, member or partnership agreement), and documents reflecting entity ownership.

9.5 Inspection and Audit Rights. We and any designee are permitted, with or without prior notice, during the regular business hours of the Unit Franchise but without undue disturbance to it, to inspect and audit the Unit Franchise, including without limitation to enter into the Location or any other location at which you maintain records, and to inspect and take copies of any paper or electronic records relating in any way to the Unit Franchise. We are permitted to direct an independent auditor to audit the Unit Franchise for any time period for which you must maintain records, and you must comply with all reasonable requests for records and financial data relating to that audit. If an inspection or audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required by this Agreement, or to furnish these reports, records, information, or financial statements on a timely basis, or if any audit reveals an understatement of Gross Revenues of 2% or more, then you agree to pay us all monies owed, plus interest as provided in Section 3.7, and reimburse us for the cost of the inspection or audit, including without limitation any attorneys' fees and/or accountants' fees we incur, and the travel expenses, room and board, and applicable per diem charges for our employees or contractors. Our collection of those payments is not an exclusive remedy and does not preclude our enforcement of any rights under this Agreement related to your non-performance or insufficient performance of obligations. In addition, if any audit reveals an understatement of Gross Revenues of 5% or more, then at our option, you must promptly prepare at your sole expense and submit to us audited financial statements for the prior and current fiscal years, as we direct.

9.6 Use of your Data. We are permitted to use and disclose any information or data received from, and any other information concerning, you for any valid business purpose, including without limitation disclosure to current or prospective franchisees, disclosure to current or prospective investors, and disclosure to or as required by any governmental or regulatory authority.

10. PROPRIETARY MARKS.

10.1 Your Use of the Marks.

(a) You agree that we own all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them, and we have the right to use, and license others to use, the Marks.

(b) During the Term and after its expiration or termination, you must not directly or indirectly contest the validity of, or our ownership of, or right to use and to license others to use, the Marks. Your use of the Marks does not give you any ownership interest or other interest in or to the Marks.

(c) You must use only the Marks that we designate, and only in the manner we authorize and permit.

(d) You must use the Marks only in connection with the Unit Franchise and only at the Location and in advertising for the Unit Franchise.

(e) You must use all Marks without prefix or suffix and in conjunction with the symbols "TM", SM", "S" or "®", as applicable.

(f) You may not use the Marks in connection with the offer or sale of any products or services that we have not authorized for use in connection with the System.

(g) **You may not use the Marks, or any component thereof, including the words "Laser" or "Marksmanship" as part of your entity or other legal name.** Your entity name and all fictitious names under which you propose to do business must be approved by us in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "LASERPRECISION™ MARKSMANSHIP CLUB." You must promptly register at the office of the county in which your Unit Franchise is located, or any other public office as provided for by the laws of the state in which your Unit Franchise is located, as doing business under that assumed business name.

(h) You may not use any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours.

(i) You must identify yourself as the owner of the Unit Franchise (in the manner we require) in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, checks, and business stationery, as well as at conspicuous locations at the Unit Franchise as we designate in writing.

(j) You must prominently display the Marks on or in connection with any media advertising, promotional materials, posters, displays, receipts, stationery and forms that we designate and only in the manner that we prescribe.

(k) Your right to use the Marks is limited to the uses as are authorized under this Agreement, and any unauthorized use thereof is an infringement of our rights. If you use the Marks in any way contrary to the terms of this Agreement, then on our request and at our option, and without limitation to our other remedies, you must cease that use and cancel all registrations, domain names, and email addresses, or must transfer to us the rights to those registrations, domain names, and email addresses and must sign all further agreements necessary to carry out that transfer.

(l) You must not use the Marks to incur any obligation or indebtedness on your or our behalf.

(m) You must sign all documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

(n) You will not use the Marks or any derivation thereof or confusingly similar mark in any domain name you own or control, or in any email address you or your agents use, except with our written consent.

10.2 Notification of Infringements and Claims. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. You agree not to communicate with anyone except us and our counsel in connection with any infringement, challenge, or claim. You agree that we have the sole right, though not the obligation, to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We also have

the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We have the right, though not the obligation, to defend you against any third-party claim, suit, or demand arising out of your use of the Marks. You agree to sign all documents, render all assistance, and do all acts that our attorneys say is necessary or advisable to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

10.3 Discontinuance of Use of Marks. If it becomes advisable at any time in our sole judgment to modify or discontinue the use of any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Unit Franchise, then you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

10.4 Indemnification of You. Once our LASERPRECISION™ MARKSMANSHIP CLUB Mark's federal registration has become incontestable, we will indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark under and in compliance with this Agreement, and for all costs you reasonably incur in the defense of the claim in which you are named as a party, so long as you have timely notified us of the claim, and have otherwise complied with this Agreement.

10.5 Ownership and Goodwill of Marks. You agree that all your usage of the Marks and any goodwill established by your use inures exclusively to our benefit and the benefit of our affiliates, and that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate the Unit Franchise in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we authorize and/or license you to use during the Term.

11. CONFIDENTIAL INFORMATION.

11.1 Definition. For purposes of this Agreement, the term "Confidential Information" means: information that we consider our trade secrets and other information, processes, methods, procedures, know-how, and techniques related directly or indirectly to the development, opening and/or operation of a Unit Franchise, including but not limited to methods of instruction; information regarding the build-out of a Unit Franchise; information about proprietary equipment; information about proprietary merchandise; the LASERPRECISION™ MARKSMANSHIP CLUB Software and all Proprietary Software we now or in the future create; the Manual; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; standards and specifications for equipment, floor design, equipment layout, lighting, training manuals, instructor training systems, compensation systems, online social marketing systems, merchandise sales systems, location identification and acquisition systems, ongoing instructor training, and general operations; our copyrighted materials; our and/or our affiliates' patents, if any; and methods and other techniques and know-how concerning the operation of the Unit Franchise that may be communicated to you or of which you may be apprised by virtue of your operation of a Unit Franchise (collectively, the "Confidential Information"). "Confidential Information" includes all information, knowledge, know-how, techniques, and other data that we designate as confidential. You agree that certain information, including (i) current customer and prospective customer names and addresses, (ii) information about customer membership agreements, (iii) customer service purchasing histories, (iv) rates charged to customers, and (v) sources of suppliers and purchasing arrangements with suppliers, also constitute our trade secrets and Confidential Information. You must not sell, transfer or use any member or customer information for any purpose other than marketing the Unit Franchise in accordance with the terms of this Agreement. We and our affiliates have the right to use Unit Franchise member and customer information in any manner and for any purpose. You must secure express consents and authorizations permitting our disclosure and use in accordance with all applicable laws, rules and regulations.

11.2 Non-Disclosure. You agree that we and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you must not, during the Term or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information. You may divulge Confidential Information only to such of your employees as must have access to it to operate the Unit Franchise. You will not use the Confidential Information in any other business or capacity and will maintain absolute secrecy and confidentiality of the Confidential Information. You must adopt, implement and maintain all necessary and reasonable procedures to prevent unauthorized use or disclosure of, or access to, Confidential Information, including, without limitation, requiring employees to sign confidential information protection agreements in a form acceptable to us. You agree that we have expended considerable time, effort, and money to develop the System, that the enumerated Confidential Information is not well known outside of the System, that the Confidential Information is of great value to us and our affiliates and is considered a proprietary and valuable asset, and that we are implementing this non-disclosure policy in an effort to protect the trade secrets and Confidential Information. You agree that in the event of the actual or threatened breach of this Section, our harm will be irreparable and that we have no adequate remedy at law to prevent this harm.

11.3 Employees. At our request, you must require your key employees, including your General Manager, and any other personnel having access to any of our Confidential Information, to enter into a confidential information protection agreement in the form we approve.

11.4 New Concepts. If you, your employees, or your principals develop any new concept, process or improvement related to the operation or promotion of the Unit Franchise, including website content, mobile apps, and/or social media pages, you must promptly notify us and provide us with all necessary related information, without compensation. Any concept, process, intellectual property and/or improvement becomes our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. You and your principals assign to us any rights you have or acquire therein, including the right to modify the concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any concept, process or improvement in all countries, and further agree to sign and provide us with all necessary documentations for obtaining and enforcing these rights. You and your principals irrevocably designate and appoint us as your agent and attorney-in-fact to sign and file any documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any concept, process or improvement. If the foregoing provisions of this Section are found to be invalid or otherwise unenforceable, you and your principals grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent the use or sublicense would, absent this Agreement, directly or indirectly infringe your rights therein.

12. NON-COMPETITION.

12.1 Restrictive Covenants During the Term. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Unit Franchises, if Unit Franchisees were permitted to hold interests in any competitive businesses (as described below). Therefore, during the Term, neither you, nor any Owner, nor any member of your immediate family or of the immediate family of any Owner, will:

(a) perform services for or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative, or agent in, any business that offers products or services the same as or similar to those offered or sold at Unit Franchises. The ownership of 1% or less of a publicly traded company will not be prohibited by this Section.

(b) divert or attempt to divert any business or customer or prospect of the Unit Franchise to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

12.2 Restrictive Covenants After the Term. On expiration or termination of this Agreement for any reason, you agree not to engage in a Competitive Business for 2 years after the termination or expiration within 25 miles of your Unit Franchise Location or any other Unit Franchise. The term "Competitive Business" means any business that derives more than $10,000 of revenue per year from the sale of products and/or services offered at LaserPrecision Marksmanship Club™ locations, or any business that grants Unit Franchises or licenses to others to operate this type of business, other than a Unit Franchise operated under a Unit Franchise agreement with us.

12.3 Consideration for Covenants; Severability. You and your Owners give these covenants in part as specific consideration for use of the Marks, for access to the Manual, trade secrets, and other proprietary materials and information related to the System, and for our training programs. The unenforceability of all or part of any covenant in any jurisdiction will not affect the enforceability of that covenant in other jurisdictions or the enforceability of the remainder of the covenants or this Agreement. If any covenant is held by a court of competent jurisdiction to be broader in time, scope, or subject matter than legally permitted, then we and you state our intent that the court impose that covenant to the maximum lawful extent. We are permitted at any time to reduce the time, scope, or subject matter of any your or your Owner's covenant to render it enforceable under applicable law. You agree that the restricted periods in this Section 12 (inclusive of all subparts) will be tolled during any time in which you are in violation of its obligations.

12.4 No Defense. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 12. You agree to pay all expenses (including reasonable attorneys' fees) that we incur in the enforcement of this Section 12. You agree that money alone cannot adequately compensate us if there is a violation of any of your non-competition covenants and that injunctive relief is essential for our protection and the protection of the System. You therefore agree that in any case of any alleged breach or violation of this Section, we may seek injunctive relief without posting any bond or security, in addition to other remedies that are available to us at equity or law.

13. INDEMNIFICATION AND INSURANCE.

13.1 Your Indemnification. You will protect, defend, indemnify and hold harmless us, our members, officers, directors, employees, affiliates, and agents against all claims, demands, actions, causes of action, losses, damages, costs, suits, judgments, debts, losses, fines, assessments, taxes, liens, attorneys' fees, disbursements, penalties, expenses, and liabilities of any kind or nature arising directly or indirectly from: (i) the operation of your Unit Franchise, including the use, condition, or construction, equipping, decorating, maintenance or day-to-day operation of the Unit Franchise, the sale of any service or merchandise sold from the Unit Franchise, and your advertising; (ii) your use of the Marks; (iii) the transfer of any interest in this Agreement or your Unit Franchise in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by you or any of your principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (v) libel, slander or any other form of defamation of us, the System or any franchisee operating under the System, by you or by any of your principals; (vi) any violation or alleged violation of any applicable law, rule or regulation; and (vii) any allegation that we or any of our affiliates is a joint employer or otherwise responsible for your acts or omissions related to your employees. Your duties to defend, indemnify, and hold harmless will not be affected by the fact that a claim is asserted directly against us for our alleged acts or omissions, so long as this Section otherwise would apply. Notwithstanding the foregoing,

you have no obligation to indemnify or hold an indemnified party under this Section harmless for any losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been causes solely and directly by the indemnified party's gross negligence, willful misconduct, or willful wrongful omissions. Nothing in this Section limits your obligation to defend us and any other indemnified party under this Section.

13.2 Notice and Defense of Claims Against Us. You will promptly notify us in writing of any notices received or claims made (whether orally or in writing) indicating any person's intent to assert any claim or initiate any action against you or us, and you will use your best efforts to prevent the claim or action. If any suit or other legal action within the scope of your above duty to defend, indemnify, and hold harmless is initiated against us and known to you, then you will immediately notify us in writing, and, at our request, will appoint counsel on our behalf and at your expense, to defend the suit or action. We and you will cooperate in good faith in the defense of the suit or action and in resolving where possible any conflicts of interest to allow a single attorney or law firm to represent all defendants or respondents, but you will bear all associated costs and fees, and will reimburse us if we incur any material administrative expenses or incur any fees for our own legal counsel's involvement or oversight. You have no obligation to indemnify us or hold us harmless for any losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by our gross negligence, willful misconduct or willful wrongful omissions.

13.3 Insurance. You must obtain and maintain, for the duration of the Term, all insurance policies as we designate in the Manual or through other written communications. You also are responsible for complying with insurance requirements imposed under your lease and applicable law. If coverage under the lease or applicable law differs from our requirements, the higher limits will apply. The insurance policies must be written by a responsible carrier or carriers acceptable to us and must include coverage that meets our minimum specifications. Deductibles must be in reasonable amounts as we determine. We reserve the right to require you to secure insurance coverage from a designated vendor. You must provide us with a Certificate of Insurance on an annual basis evidencing your compliance with all insurance requirements. Without limiting our broad rights under this paragraph, to the extent available, we may require you to obtain insurance for contractual liability, errors and omissions, and employer's liability (workers' compensation), with policy limits in amounts we specify in the Manual. You will ensure that all insurance policies name us and our parents and affiliates as additional insureds (on a primary and non-contributory basis). We are permitted to establish reasonable minimum standards for coverage that underwriters must meet for insurance, which we may state in the Manual. Before opening for business, you will provide us with certificates of insurance for all policies and will obtain any other insurance required by law. You will maintain in good standing all required insurance during the Term, and will immediately notify us of any lapse, alteration, or cancellation or any policy or coverage. All insurance policies must provide for 30 days prior written notice (10 days for non-payment of premiums) to us of any material modification, cancellation or expiration of the policy. We are permitted (but not required) to acquire any insurance coverage or pay any insurance premium on your behalf, in which case you must pay us, on demand, the premium cost, administrative costs of $500 and any other fees, including our attorneys' fees, for our obtaining the insurance. If you fail to pay us within 10 days of our demand for reimbursement, we reserve the right to debit your account the amounts owed to us for any premiums paid on your behalf for this insurance coverage along with any other administrative fees, costs, surcharges, expenses and fees we incur to obtain this coverage on your behalf or for your Unit Franchise. We may make revisions to any insurance requirements on reasonable notice to you. All insurance policies must be written by an insurance company with an A.M. Best's Key Rating Guide minimum rating of A-VIII or better. In addition to the information listed above, you must carry all insurance as your lease, your lender and equipment lessors require, and worker's compensation insurance as required by applicable law. Your obligations under this Section 13, including your indemnification obligations, continue in full force and effect after and notwithstanding the expiration of termination of this Agreement.

13.4 Minimum Coverage. At a minimum and subject to additional requirements that we designate in our sole discretion, including through the Manual or otherwise in writing, your insurance will cover all claims for injury, damage (including property damage), and death that arise directly or indirectly out of the Unit Franchise. We make no representation or warranty that compliance with these insurance requirements will insure or protect you against all insurable risks or losses. As of the Effective Date of this Agreement, our minimum coverage amounts for each required coverage are:

(a) General Liability coverage, including: (i) Personal and Advertising injury of $1,000,000 per occurrence; (ii) $3,000,000 General Aggregate, including Products/Completed Operations; (iii) damage to premises rented to you and/or fire damage legal liability must be included; (iv) medical expense cannot be excluded; (v) additional insured, grantor of franchise, endorsement in the name of Top Shot Franchising, Inc., and (vi) a waiver subrogation in favor of Top Shot Franchising, Inc.;

(b) Auto Liability Insurance, including (i) hired and non-owned auto liability coverage of $1,000,000 CSL; (ii) owned auto coverage included (as applicable); (iii) additional insured endorsement in the name of Top Shot Franchising, Inc.; (iv) a waiver of subrogation in favor of Top Shot Franchising, Inc.;

(c) Umbrella Liability Insurance, including (i) umbrella liability limit of $1,000,000 per occurrence/$3,000,000 aggregate. The Umbrella policy must go over General Liability, Auto Liability, and Employers Liability; Additional Insured Grantor of Franchise (in the name of Top Shot Franchising, Inc.); and a waiver of subrogation in favor of Top Shot Franchising, Inc.;

(d) Property Insurance including (i) business income and extra expense coverage of at least 6 months' income replacement; (ii) business personal property and tenant improvements and betterments at full replacement cost; and (iii) special causes of loss form required;

(e) Professional Liability Coverage, to include: (i) workers compensation per state statutes; (ii) employers liability of at least $500,000 each accident, $500,000 each employee, $500,000 policy limit; and (iii) a waiver of subrogation in favor of Top Shot Franchising, Inc.; and

(f) Workers Compensation and Employers Liability Insurance (price will vary depending on, among other factors, the state in which the Unit Franchise is located): employers liability of at least $500,000 each accident, $500,000 each employee, $500,000 policy limit; with a waiver of subrogation in favor of us and our parents and affiliates.

13.5 Claims Cancellation. You must provide us with copies of any insurance claims or insurance cancellations within 24 hours. You have a 24-hour opportunity to cure any lapses in insurance coverage. You must submit a certification of insurance that demonstrates compliance with this Section.

13.6 Notice of Insurance-Related Claims. You must notify us in writing of any act, omission, or event that could materially affect you or the Unit Franchise and must provide that notice simultaneously with your notice to your insurance carrier.

13.7 Modification of Requirements. We have the right to increase or otherwise modify the minimum insurance requirements on 30 days prior written notice to you, and you will comply with any modification within the time period stated in the notice.

13.8 Insurance and Indemnification Are Separate Obligations. Your compliance with the insurance requirements in this Agreement, and the availability of insurance coverage to defend and indemnify us, will not relieve you of your obligations under the indemnification provisions of this

Agreement, which are separate and independent. If your insurer denies or limits coverage to us for any claim falling within the scope of the applicable policy or your obligations in this Agreement, then you will provide that defense and indemnity directly.

14. TRANSFER.

14.1 Our Transfer or Assignment. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests. We are permitted to sell or assign this Agreement and/or our rights in this Agreement in whole or in part, and to sell or issue stock, other ownership interests, or our assets, wholly or in part, whether privately or publicly. After our transfer of this Agreement to a third party who assumes our obligations under this Agreement, we no longer have any performance or other obligations under this Agreement. Without limiting the foregoing, we have the right to purchase, merge, acquire and/or affiliate with existing franchise systems, networks and/or chains, whether or not competitive, and to operate, franchise and/or license these businesses under the Marks. We also are permitted to assign performance of our rights and obligations under this Agreement to any affiliate or third party, or to retain any affiliate or third party to perform those obligations and to receive the benefit of those rights. You agree that sale, assignment, purchase, merger or other transfer transaction may require you to discontinue use of the existing Marks and begin using alternate trademarks, service marks, and trade dress, to adopt new elements and discontinue existing elements of the System, and to adhere to new policies and procedures under the Manual, and you will comply with these requirements.

14.2 Your Assignment, Transfer, or Encumbrance. Your rights under this Agreement are personal to you and/or your current owners. We have granted this franchise in reliance on your and your owners' business skill, financial capacity and personal character. Accordingly, neither you, nor any immediate or remote successor to any part of your interest in this franchise, nor any individual, partnership, corporation, limited liability company or other legal entity that directly or indirectly owns any interest in this franchise or in your shares, membership interests or partnership interests (if you are a corporation, limited liability company or partnership) will sell, assign, transfer, convey or give away, any direct or indirect interest in (a) this franchise, (b) the Franchise Agreement, (c) the Unit Franchise, and/or (d) in any legal entity that owns this franchise (each a "Transfer") without first obtaining our prior written consent, which may be granted or withheld in our sole discretion. Any purported Transfer by operation of law or otherwise, not having our prior written consent, will be null and void and will be a material breach of this Agreement for which we may then terminate without the opportunity to cure. Without limiting the foregoing, you agree that a transfer requiring our prior written consent will be deemed to occur on any sale, resale, pledge, encumbrance, transfer or assignment of: (a) any fractional partnership ownership interest if you are a partnership; (b) any membership interest, if you are a limited liability company; (c) any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock that results in a change of ownership, if you are a corporation. Any new partner, shareholder, member or manager (as applicable) must personally guarantee your obligations under this Agreement. You are not permitted to and will not offer, sell, or grant any subfranchise in the Unit Franchise. We may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

14.3 Minimum Conditions of Transfer. You agree that our consent to any assignment or transfer will be subject, at a minimum, to the prior performance or satisfaction of the conditions stated below. These conditions are non-exclusive, and we are permitted to impose any other conditions we deem reasonable in our sole discretion, and are permitted to waive, defer, or modify any of these conditions in our sole discretion.

(a) We have decided not to exercise our right of first refusal, if any, under Section 14.6.

(b) You are in full compliance with: (i) this Agreement, (ii) any other agreement between you and us, our affiliates, and/or our designated/approved suppliers and vendors, (iii) the Manual, and any other System requirements, including all accrued monetary obligations.

(c) Your owners and affiliates are in compliance with any other agreement between any owner or affiliate, on the one hand, and us, and/or any of our affiliates, on the other hand.

(d) Before the transfer's effective date, you have performed all modifications, repairs, updates, upgrades, and renovations we require to the Unit Franchise, to the goods and services you offer, to your advertising, marketing and promotional programs, and to your computer, financial, and accounting systems, as we designate.

(e) Before the effective date of transfer, you or the transferee must pay us a transfer fee of 30% of our then-current initial franchise fee. You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed transfer to a new transferee where the transfer is not consummated for any reason.

(f) You or transferee must provide us a copy of the signed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of, and agreement to, faithfully perform all of your obligations under this Agreement and we determine, in our sole discretion, that the terms of the proposed transfer are reasonable and will not unduly hinder the transferee's ability to operate the Unit Franchise successfully. If any part of the sale price of any transferred interest is to be financed, the transferor has agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Unit Franchise are subordinate to the obligations of the transferee to pay royalties fees, Advertising Fees, and other amounts due to us and our affiliates.

(g) The transferee submits any information or documents then required of new franchisees, and the transferee meets all of our subjective and objective standards, including without limitation, experience, financial capacity, talent, skills, and qualities of character, applicable to new franchisees and is not in the same business as us as a licensor, franchisor, independent contractor, or franchisee.

(h) At our option, either (i) the transferee agrees in writing to assume this Agreement; or (ii) the transferee (and each of its owners) signs our standard form of franchise agreement then being offered to new System franchisees for a term ending on the expiration date of this Agreement, as well as personal guaranty agreements, and all other ancillary agreements as we require or specify for the Unit Franchise, in which event, these agreements will supersede this Agreement in all respects. The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different royalty fees, advertising contributions, training requirements and territory. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard territory, we may require the transferee to accept a transfer territory smaller than the Territory.

(i) You obtain and submit satisfactory evidence of consent of lenders, lessors, governmental authorities, and any other third parties we deem necessary, for any transfer to the transferee of leases, agreements, permits, approvals, and licenses for the Unit Franchise.

(j) You and your Owners, and the transferee sign a general release, on our form, of all claims accruing before the effective date of transfer, in favor of us and our members, officers, directors, employees, affiliates, and agents, to the extent that release is permitted by applicable law.

(k) The transferee must satisfactorily complete our training program at the transferee's expense within the time frame we require.

(l) You (and your principals if you are a partnership, corporation or limited liability company), and the members of their respective families must agree to comply with the post-termination provisions of this Agreement.

(m) The transferee must obtain, within the time limits we set, and maintain thereafter, all permits and licenses required for the Unit Franchise's operation.

(n) Our approval of the transfer will not constitute a waiver of any claims we have against the transferring party.

14.4 Transfer to a Corporation or Limited Liability Company. If you are an individual and desire to assign your rights in this Agreement to a corporation or limited liability company, and if all of the following conditions are met, we will consent to the transfer without assessing the transfer fee stated in Section 14.3(e), and the assignment will not be subject to our right of first refusal in Section 14.6.

(a) The corporation or limited liability company is newly organized and its activities are confined to operating the Unit Franchise.

(b) You are, and at all times remain, the owner of 100% of the outstanding shares of the corporation or membership interests in the limited liability company.

(c) The corporation or limited liability company agrees in writing to assume all of your obligations under this Agreement.

(d) All stockholders of the corporation, or members and managers of the limited liability company, as applicable, sign our form of personal guaranty, which will include, without limitation, (i) a guaranty of the corporation's or limited liability company's prompt payment and performance of all its obligations to us and our affiliates under this Agreement and (ii) a guaranty of any other agreement between you and us and/or our affiliates and sign a confidential information protection agreement as stated in Section 11.2.

14.5 Non-Exclusive Additional Bases for Denial. For sake of clarity and without limitation, in addition to the bases identified above, we also are permitted to deny approval of transfer if we have elected to discontinue, permanently or temporarily, to sell franchises, either generally or in the geographic area in which the Unit Franchise operates or is located; or if we would not sell a franchise directly to the transferee under normal circumstances.

14.6 Right of First Refusal.

(a) If you or any other person or entity at any time determines to sell an interest in you, the Unit Franchise or the Location, you agree to submit to us a true and complete copy of the offer (and any proposed ancillary agreements) no later than 5 days after your receipt of the offer. The offer must apply only to an interest in you, the Unit Franchise or the Location. It must not include the purchase of any of your other property or rights (or those of your shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of a shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you, the Unit Franchise or the Location will reflect the bona fide price offered and will not reflect any value for any other property or rights. We are then permitted to purchase

and acquire the Assets and your rights under this Agreement at the same price and on the same terms as offered to you. We are permitted to substitute cash for any other form of consideration in the offer and to pay the entire purchase price at closing. If we elect to exercise this right to purchase, we will do so in writing within 30 days after receiving your notice. We will have 60 days to prepare for closing. We are entitled to purchase the interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If we do not exercise this right to purchase, then subject to the other transfer provisions in this Agreement, you are permitted to transfer the Assets to the offeror, but only on the terms disclosed to us in writing. If the terms of the offer materially change at any time before transfer, then you will notify us of the change, and we have a renewed right of first refusal as provided in this Section. If you do not transfer the Assets to the offeror within 90 days from the date on which you delivered a signed copy of the complete offer to us, then you will again extend this first right of refusal to us before making any transfer or assignment.

(b) A "Permitted Transfer" is defined as either (i) a transfer of an ownership interest in you or your entity of less than 5%, or (ii) a transfer of any ownership interest in you or your entity, to a spouse, child, sibling, or parent, to trust or similar entity created for the benefit of any of the foregoing persons, provided that neither (i) nor (ii) may result in the creation of a controlling ownership stake in the transferee, whether through one or an aggregated series of transfers. You must provide us written notice of any Permitted Transfer in you or your entity. Any individual who becomes an owner in you due to a Permitted Transfer must (if they have not already) sign a personal guaranty agreement ("Guaranty") in the form found in Exhibit 2 to this Agreement. You and any owners who previously signed a Guaranty will not be released from a signed Guaranty on a Permitted Transfer, unless otherwise agreed to by us in writing. You and we will amend Exhibit 4 of this Agreement if a Permitted Transfer occurs. You must pay an administrative fee of $2,500 for any Permitted Transfers. If the transfer is a Permitted Transfer, we will not have any right of first refusal as provided in this Section, unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our Unit Franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least 30 days before consummation of that transfer.

14.7 Death or Incapacity.

(a) Defined. For the purposes of this Agreement, your death or incapacity is deemed to have occurred on any of the following:

a) If you are an entity, an Owner of 50% or more of you dies or, according to reasonable medical opinion, becomes mentally or physically incapacitated for a substantial period of time.

b) If you are an individual, you die or, according to reasonable medical opinion, become mentally or physically incapacitated for a substantial period of time.

(b) Transfer On Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in you, this Agreement, any related agreement, the Unit Franchise or the Location, or on your dissolution if you are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party reasonably acceptable to us within 180 days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, is subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under

Section 14.3(e) will not be required. If the personal representative has, in good faith, proposed a transferee and we, in good faith, do not approve the proposed transferee, the personal representative will be given additional time, not to exceed 180 days, to propose another transferee for our approval. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional 60 days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 14. If the interest is not disposed of within the additional 60 days (or any additional time as we otherwise agree), we may terminate this Agreement.

(c) Interim Operation of Unit Franchise on Death or Permanent Disability. Pending transfer on your death or permanent incapacity (or your principal operating officer, partner or member, if you are a legal entity), we have the option to operate the Unit Franchise on your behalf until an approved transferee is able to assume the operation of the Unit Franchise, for up to 12 months without the consent of you, your personal representative or your successor in interest. All funds from the operation of the Unit Franchise during the period of operation by us will be kept in a separate fund, and all expenses we incur, including compensation, other costs and travel and living expenses (the "Management Expenses"), will be charged to the fund. As compensation for the services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to use reasonable efforts in operating the Unit Franchise and will not be liable to you or your principals for any debts, losses or obligations incurred by the Unit Franchise, or to any creditor for any equipment, inventory, products, supplies or services purchased for the Unit Franchise during any period in which we operate it.

14.8 Security Interests. No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, the Unit Franchise or the Location are, is permitted without our prior written consent, which we may grant or withhold in our sole discretion. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Unit Franchise, this Agreement, any related agreement, you or the Location due to a default under any documents related to the security interest, we have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

15. DEFAULT AND TERMINATION.

15.1 Automatic Termination. We are permitted to terminate this Agreement immediately if you:

(a) make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Unit Franchise.

(b) have proceedings begun against you to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and the proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Unit Franchise without your consent, and the appointment is not vacated within 60 days.

(c) attempt to assign, transfer, or make unauthorized use of the Marks, or disclose or make unauthorized use of the Manual or other confidential materials or information.

(d) purport to sell, transfer or otherwise dispose of you or any interest in the Unit Franchise in violation of Section 14.

15.2 With Notice and Without Opportunity to Cure. We have the right to terminate this Agreement on notice, without providing you an opportunity to cure for any of the following breaches or defaults:

(a) If you or your principals have misrepresented or omitted material facts in your application or other materials provided to us before the parties' entering into this Agreement.

(b) If you abandon or cease operation of the Unit Franchise or stop communicating with us.

(c) If you, yourself or through any Owner, are held liable for, are convicted of, or plead guilty or no contest to a felony or any other law relevant to the Unit Franchise.

(d) If you fail to meet the required schedule to obtain the Location, complete construction, and open for business within the time required under this Agreement.

(e) If you or your principals commit any fraud or misrepresentation in the operation of your Unit Franchise.

(f) If you fail to successfully complete initial training as required in this Agreement.

(g) If we send you 2 or more written notices to cure under Sections 15.3 or 15.4 in any 12-month period.

(h) If you or any of your Owners materially breach any other agreement with us or any of our affiliates, or the lease for the Location, or threaten any material breach of any agreement or Lease and fail to cure the breach within any permitted period for cure.

(i) If you violate any health, safety or sanitation law, ordinance or regulation, or operate the Unit Franchise in a manner that presents a health or safety hazard to customers, or the general public.

(j) If you violate the in-term restrictive covenant in this Agreement, including as stated in Section 12.1.

(k) If a levy of writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets that is not released or bonded against within 30 days.

(l) If you or any of your principals become insolvent.

(m) If you offer any unauthorized and unapproved products or services at or from the Unit Franchise.

(n) If you order or purchase supplies, signs, services, furnishings, fixtures, equipment or inventory from any currently unapproved supplier.

(o) If you misuse or make unauthorized use of our Proprietary Software, if any.

(p) If you fail to maintain insurance or to repay us for insurance we paid for, or otherwise fail to adhere to the insurance requirements in this Agreement.

(q) If you fail, within 15 calendar days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Unit Franchise.

(r) If any government action is taken against you that results in any obligation on us that in our sole judgment is uneconomical, not in our best interests, or would result in us having an unintended relationship or obligation.

(s) If you fail to comply with the anti-terrorism provisions of Section 19.15.

(t) If there are insufficient funds in your bank account to cover a check or EFT payment to us 3 or more times within any 12-month period.

15.3 On 15 Days' Notice to Cure. We have the right to terminate this Agreement if any of the following defaults remain uncured after providing notice and expiration of the 15-day cure period:

(a) If you fail to pay when due any sums owed to us, any of our affiliates, or any of our designated suppliers.

(b) If any audit reveals that you understated your Gross Revenues, or your local advertising expenditures, by more than 2%, or if you failed to submit timely reports and/or payments for any 2 reporting periods within any 12-month period, as described in Section 9.

(c) If you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously remitted to you.

(d) If you fail to maintain the minimum sufficient levels of inventory to adequately meet consumer demand.

(e) If you fail to maintain the prescribed days or hours of operation at the Unit Franchise.

(f) If you fail to maintain the strict quality controls reasonably required by this Agreement and/or the Manual.

(g) If you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the services or products offered through the System.

(h) If you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Unit Franchise.

15.4 Termination by Us After 30-Day Opportunity to Cure. If you violate any other provision of this Agreement, then we may terminate this Agreement if you do not fully cure that violation within 30 days after our written notice of default. If your violation is not reasonably susceptible to cure, then we have the option to: (i) terminate this Agreement immediately on written notice; or (ii) require you to take any remedial measures we require in our sole discretion, and if you fail to implement those remedial measures in the time and manner we require, then we may terminate this Agreement immediately on subsequent notice.

15.5 Remedies Other Than Termination. If you commit any act or omission that would give rise to our right to terminate, then we may, instead of or in addition to terminating, withhold, postpone, or forgo any services, payments, access to any electronic systems or other materials, or any other obligations imposed on us by this Agreement or the Manual, until you have cured your violation or have otherwise remedied the default to our satisfaction.

15.6 Nonwaiver. Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due will not constitute a waiver of any of our rights or remedies against you.

16. POST TERMINATION OR EXPIRATION REQUIREMENTS.

16.1 Your Obligations. On expiration, termination, or transfer of this Agreement, all covenants, guarantees, and other post-termination obligations will remain in effect. In addition:

(a) you must pay all Royalty Fees, Advertising Fees, and any other fees based on Gross Revenues for all Gross Revenues received through the effective date of expiration, termination, or transfer, on the date those fees would have been due but for the expiration, termination, or transfer, and must pay all other amounts then due.

(b) you must promptly return to us at your expense the Manual, any item bearing the Marks, along with all other manuals and Confidential Information we loaned to you, as well as any other copyrighted or proprietary materials or software relating to the System in your possession, custody, or control.

(c) you must immediately cease doing any business under or associated with the Marks and immediately and permanently cease use of any Confidential Information.

(d) you must cancel any trade name registrations that use any Mark or derivative of any Mark, and furnish us evidence satisfactory to us of compliance with this obligation within 30 days after the termination, expiration or transfer of this Agreement; and must refrain from identifying yourself as our franchisee or licensee.

(e) you must remove from the Location and any other property in your possession, custody, or control all Marks and signs displaying any Marks, including any trade dress associated with us or the System.

(f) you must immediately cease using all email addresses, telephone numbers and listings, facsimile numbers and listings, and Internet listings used in the operation of the Unit Franchise and direct the applicable company to transfer all numbers and listings to us or our designee under the Conditional Assignment of Telephone Numbers attached as Exhibit 5 or, if we direct, to disconnect the numbers and delete the listings.

(g) you must immediately cease operating all social media pages within your control associated with, or previously associated at any time with, the Unit Franchise or LASERPRECISION™ MARKSMANSHIP CLUB, including but not limited to, Facebook, Instagram, YouTube, TikTok and X (Twitter). You must also immediately cease operating all online business directory listings within your control associated with, or previously associated with, the Franchised Business or LASERPRECISION™ MARKSMANSHIP CLUB, including but not limited to, Yelp, Nextdoor, LinkedIn, Google, YP (Yellow Pages), and Angi. You must promptly provide us with all login credentials or other information necessary for us to assume exclusive control over each social media and business directory account, page, or listing.

To the extent that you are aware of or become aware of any social media or business directory account, page, or listing associated with the Franchised Business that is not within your control, you must promptly notify us thereof in writing;

a) Notwithstanding the foregoing, we may in our exclusive discretion demand that you delete, deactivate, or otherwise modify each social media or business directory account or listing at any time. You must comply with our demand immediately on receipt.

b) You agree that all consumer or other published reviews of the Unit Franchise and/or any goods or services provided by the Unit Franchise, are the exclusive property of Top Shot Franchising, Inc. Your right to use these reviews in any manner terminates with the expiration or termination of this Agreement. You are prohibited from advertising, promoting, quoting, or otherwise referring to the reviews in connection with any business or offer to conduct business on expiration or termination of this Agreement.

c) You agree that any violation of this Section 16.1(g) constitutes trademark infringement, service mark infringement, unfair competition, false advertising, and/or deceptive trade practices under federal, state, and common law, that this violation encroaches on the goodwill associated with our brand, and that violation is likely to cause confusion among reasonably prudent consumers.

(h) you must comply with all applicable laws relating to notification of members and customers of the Unit Franchise's closure. Additionally, you must comply with our designated procedures for providing notification to members and customers in a format we approve of the Unit Franchise's closure and/or termination or expiration of your license to operate the Unit Franchise. You are solely liable for paying all refunds to members and customers. We have the unrestricted right to contact all members and customers for any purpose.

(i) you must allow us or our designee to verify your compliance with all post-termination obligations, and must allow us to make a final inspection and audit of your books, records, and accounts; you must immediately vacate the Location if we exercise our rights under the Addendum to Lease Agreement attached as Exhibit 3.

(j) you must cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System.

(k) you must sign from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16.

(l) We may exercise all other remedies available under this Agreement or by law.

16.2 Additional Payments On Termination for Your Default.

(a) On termination for your default, you must promptly pay to us all damages, costs and expenses, including reasonable attorneys' fees, we incur as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in our favor against all of your personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Unit Franchise.

(b) The parties agree that, if this Agreement is terminated as a result of your default before the expiration of the Term, it would be impossible to calculate with reasonable precision the losses that we would incur because of the unpredictability of future business conditions, inflationary prices, the impact on our reputation from having a closed location, our ability to replace the Unit Franchise in the same

market, and other factors. Accordingly, if this Agreement is terminated as a result of your default, we are entitled to recover as liquidated damages, and not as a penalty, an amount equal to the aggregate Royalty Fees due to us during the 24 full calendar months during which the Unit Franchise was continuously open and operating immediately before the termination date. If the Unit Franchise has not been continuously open and operating for 24 months before the termination date, liquidated damages will be equal to the average monthly Royalty Fees due to us for all months during which the Unit Franchise was completely open and operating multiplied by 24.

16.3 Option to Purchase Unit Franchise Assets and Assumption of Lease.

(a) On the expiration of the Unit Franchise, we have the option, but not the obligation, exercisable for 10 days on written notice to you, to purchase at fair market value, as same may be depreciated any or all of the furniture, inventory, or equipment used in or associated with the Unit Franchise, as well as all supplies, materials, and other items imprinted with any of our Marks. If we cannot agree on a fair market value for the furniture or equipment or other items, within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value is binding on the parties. For purposes of this Section 16.3, the fair market of any purchased items will not include any value attributable to any of the following: 1) the Unit Franchise or any rights granted under this Agreement or the Lease; 2) goodwill attributable to the Marks; or 3) our brand image and other intellectual property. We may exclude from the personal property purchased cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Unit Franchise's operation or that we have not approved as meeting standards for the Unit Franchise. In no event will we be obligated or required to assume any liabilities, debts or obligations of the Unit Franchise in connection with our purchase of any items under this Section, and you will indemnify us from all claims made against us arising out of the sale of these items.

(b) On the termination or expiration of the Unit Franchise, we have the option, but not the obligation, exercisable for 30 days on written notice, to take an assignment of the lease for the Location and any other lease agreement necessary for the operation of the Unit Franchise.

(c) If we elect, on termination of the Unit Franchise, to assume the lease under this Section, unless otherwise required or prohibited by law, we have the right to retain possession of all furniture, fixtures, inventory, and equipment associated with the Unit Franchise. If we are required by law to purchase from you any equipment, supplies, signs, advertising materials or items bearing our name or Marks, and/or any inventory associated with the Unit Franchise, we will pay you the fair market value of these items (less the amount of any outstanding liens or encumbrances). If we cannot agree on a fair market value for the items to be purchased within a reasonable time, the fair market value will be determined as provided under Subsection 16.3.

16.4 Management of the Unit Franchise. If we are entitled to terminate this Agreement in accordance with Section 15, or any other provision of this Agreement, and in addition to any other rights or remedies available to us on termination, we may, but need not, assume the management of the Unit Franchise. If we assume the management of the Unit Franchise, we may charge you (in addition to the Royalty Fee and Advertising Fee contributions due under this Agreement), all expenses we incur, including compensation, other costs and travel and living expenses, along with a reasonable management fee of 10% of the Unit Franchise's Gross Revenues during the period we are managing the Unit Franchise, plus our direct out-of-pocket expenses, as compensation for our management services. We have a duty to use only our reasonable efforts in managing the Unit Franchise and will not be liable to you for any debts, losses, or obligations the Unit Franchise incurs, or to any of your creditors for any products or services the Unit Franchise purchases, while we manage it under this Section.

17. DISPUTE RESOLUTION.

17.1 Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our President and/or Chief Executive Officer. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

17.2 Mediation. The parties have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation. Other than an action we bring under Section 17.5 of this Agreement, and with the exception of injunctive relief or specific performance actions, before the filing of any litigation, you and we agree to mediate any dispute, controversy or claim between us and/or any of our affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisor Related Party"), on the one hand, and you and/or any of your affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisee Related Party"), including without limitation, in any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties' relationship; or (c) the events occurring before the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action, including any action to interpret or enforce this Agreement. This agreement to mediate survives any termination or expiration of this Agreement.

(a) Mediation will be conducted in Indianapolis, Indiana (or, if our corporate headquarters is no longer in Indianapolis, Indiana, the county where our corporate headquarters is then-located). Persons authorized to settle the dispute must attend each mediation session in person. The party seeking mediation (the "Initiating Party") must begin mediation by sending the other party/parties a written notice of its request for mediation (the "Mediation Notice"). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party's version of the facts surrounding the dispute, the amount of damages and the nature of any injunctive or other relief the party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party.

(b) On receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice. If the parties are unable to resolve the dispute within 20 days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as stated in this Section.

(c) The mediator will advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator will give both himself or herself and the authorized person designated by each party an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator will assist the authorized persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party.

(d) The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of 5 days following the mediation. A party may begin litigation within this period only if the litigation might otherwise be barred by an applicable statute of limitations or to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

(e) The mediator's fees and expenses will be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made during the mediation by the parties, their agents or employees, or the mediator is confidential and will be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in mediation.

17.3 Selection of Venue. Subject to our right to obtain injunctive relief in any court of competent jurisdiction, the following provision will govern: The parties agree that the United States District Court for Southern District of Indiana (or, if our corporate headquarters is no longer in Indianapolis, Indiana, the applicable District Court where our corporate headquarters is then-located), or if this court lacks subject matter jurisdiction, the Marion Superior Court in Marion County, Indiana (or, if our corporate headquarters is no longer in Marion County, Indiana, the county where our corporate headquarters is then-located), will be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in this litigation they will not contest or challenge the jurisdiction or venue of these courts. You agree that this Agreement has been entered into in the State of Indiana and that you are to receive valuable and continuing services emanating from our headquarters. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. You agree that this location for venue is reasonable and the most beneficial to the needs of, and best meets the interest of, all the members of the System. Nothing in this Agreement will prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests.

17.4 Governing Law. Except to the extent governed by federal law, this Agreement, the franchise and all claims arising from or in any way related to the relationship between us, and/or any of our affiliates, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, will be interpreted and construed under the laws of the state of Indiana, which laws will prevail on any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and our franchisee will not apply unless jurisdictional requirements are met independently without reference to this Section.

17.5 Specific Performance; Injunctive Relief. Provided we give you the appropriate notice, we are entitled, without being required to post a bond, to the entry of temporary and permanent injunctions and orders of specific performance to (1) enforce the provisions of this Agreement relating to your use of the Marks and non-disclosure and non-competition obligations under this Agreement; (2) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance, or regulation; constitutes a danger to the public; or may impair the goodwill associated with the Marks or Unit Franchises or outlets operating under or using the Marks; or (3) prevent any other irreparable harm to our interests. If we obtain an injunction or order of specific performance, then you will pay us an amount equal to the total of our costs of obtaining it, including without limitation reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any provision. You waive any claims for damage if there is a later determination that an injunction or specific performance order was issued improperly.

17.6 Limitation of Action. You agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one year after the act, transaction or occurrence on which the action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off.

17.7 Waiver of Damages. You waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether the cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

17.8 WAIVER OF JURY TRIAL. THE PARTIES AGREE TO WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING. Each party agrees that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

17.9 No Class or Collective Actions. You agree that any litigation between you and/or any Franchisee Related Party, on the one hand, and us and/or any Franchisor Related Party, on the other hand, will be on that party's individual claim and that the claim or claims subject to litigation will not be litigated on a class-wide, associational or collective basis.

17.10 Attorneys' Fees. If you are in breach or default of any monetary or nonmonetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and litigation expenses we incur, which obligation will give rise to and remain, until paid in full, a lien in favor of us against all of your personal property, furnishings,

equipment, signs, fixtures and inventory related to the operation of the Unit Franchise. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in the action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable expenses incurred in defending against same, and to have this amount awarded as part of the judgment in the proceeding.

18. YOUR REPRESENTATIONS AND WARRANTIES.

18.1 Your Independent Investigation. You agree that your operation of your Unit Franchise may be governed by federal, state, and local laws, regulations, ordinances, and licensing and permitting requirements. You agree that, before entering into this Agreement, you have performed your own investigation and analysis of applicable law and the local market for this industry and have determined, to your full satisfaction, that you will be able to offer the authorized goods and services to members at the Location sufficiently to allow you to operate a successful business. You agree that you are entering into this Agreement as a result of your own independent investigation to the Unit Franchise and not as a result of any representations about us or the System made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms in this Agreement, or in any disclosure document, prospectus, or similar document required or permitted to be given to you under applicable law. You agree that you have read and understand the Franchise Agreement, the attachments to the Franchise Agreement, and all agreements related thereto. You agree that we have accorded you ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement. You agree that we have advised you to seek franchise counsel to review and evaluate this Agreement.

18.2 No Reliance on Us to Investigate. You agree that you have not relied and are not relying on us to perform any investigation or analysis of any laws, regulations, or market conditions that might affect your operation at the Location, and further agree that we have made no representation about your ability to lawfully operate the Unit Franchise.

18.3 Risk of Operations. You recognize the uncertainties of the Unit Franchise, and therefore acknowledge that, except as stated in this Agreement, no representations or agreements have been made to or with you regarding the success or profitability of the Unit Franchise or the suitability of the Location. Without limiting the foregoing, you acknowledge that this franchise opportunity is a newly offered opportunity with no track record or operating history, other than as disclosed in our FDD. You accept all risks, including the risk of loss of your entire investment. You further agree that any information you obtain from any franchisee does not constitute information obtained from us, nor do we make any representations as to the accuracy of this information.

18.4 Receipt of Documents. You agree that this Agreement and our Franchise Disclosure Document, or "FDD", have been in your possession for at least 14 days before you signed this Agreement and before your payment of any monies to us, refundable or otherwise, and that any material changes to this Agreement were memorialized in writing in this Agreement for at least 7 days before you signed this Agreement. You represent and warrant that before signing this Agreement, you were given ample opportunity to review and examine our FDD and this Agreement. NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE FDD WAS MADE, AND YOU ENTER INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON EXCEPT AS INCLUDED IN THIS AGREEMENT OR THE FDD.

19. ADDITIONAL TERMS.

19.1 Owner Guaranty. Each of the Owners and their spouses (where applicable), must sign a personal guaranty (the "Guaranty"), guaranteeing the Unit Franchise's liabilities and obligations to us. A copy of the Owner's Guaranty and Assumption of Obligations is included as Exhibit 2.

19.2 Notices. Either party delivering to the other any written notice required under this Agreement will provide that notice by traceable means to the contact information identified below. The party serving the notice will have the burden of establishing that notice was received by the other party, but receipt will be deemed proven by any third-party carrier's or process server's written verification (including a standard form receipt in paper or electronic form) of its delivery of the notice to the other party or to the contact information identified below. Each party is permitted to change its contact information by delivering written notice to the other identifying the new information. Unless a party notifies the other of alternative contact information, all notices will be sent: If to us Top Shot Franchising, Inc., 6601 E. 10th Street, Indianapolis, Indiana 46219. If to you, at the address stated on Exhibit 1.

19.3 Independent Professional Judgment

(a) You agree that this Agreement grants us the discretion to make certain decisions, to vary the terms of other franchisees' agreements or our enforcement of rights under those agreements, and to take or forgo business-related actions in a manner that may favorably or adversely affect your interests. We will use our business judgment in exercising our discretion based in part on our assessment of our own interests and the interests of all franchisees, which may outweigh your interests. You agree that we have no liability to you for the exercise of our discretion in this manner, and that even if we have multiple motives for a particular action or decision, so long as at least one motive is a reasonable business justification, that single motive will eliminate any liability by us to you related to that action or decision.

(b) You agree that the specifications, standards and operating procedures related to the services offered by the Unit Franchise are not intended to limit or replace your or your General Manager's (if any) professional judgment in supervising and performing the services offered by your Unit Franchise. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Unit Franchise performs services in accordance with all applicable requirements and standards of care. Nothing in this Agreement obligates you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately on your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

19.4 Relationship of the Parties. You are an independent contractor responsible for full control over the internal management and daily operation of your Unit Franchise, and neither party to this Agreement is the agent, principal, partner, employee, employer, fiduciary or joint venture partner of the other party. You may not act or represent yourself, directly or by implication, as our agent, partner, employee or joint venture partner, and you may not incur any obligation on our behalf or in our name. All stationery, business cards and contractual agreements you enter into must contain your corporate or fictitious name and a conspicuously displayed notice, in the place we designate, that you operate your Unit Franchise as an independently owned and operated LASERPRECISION™ MARKSMANSHIP CLUB franchise and that you independently own and operate the Unit Franchise as a System franchisee. At our request, you must prominently display a "Franchises Available" sign in the form we prescribe and in the place that we designate. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and we will not assume liability for, or be deemed liable as a result of, any such action; nor will we be liable by reason

of your acts or omissions in the operation of the Unit Franchise or for any claim or judgment arising therefrom against you or us.

19.5 Compliance with Laws. You agree to secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Unit Franchise. You also agree to operate the Unit Franchise in full compliance with all applicable laws, ordinances, and regulations.

19.6 Cumulative Remedies. The rights and remedies in this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

19.7 Force Majeure. The parties to this Agreement will not be considered to be in default of any obligations under this Agreement, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a force majeure, including drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, theft, vandalism, strike or labor difficulty, or casualty to equipment. If any party is affected by a force majeure event, that party will give written notice within 7 days to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these force majeure provisions, except to the extent prohibited by governmental rule or regulation.

19.8 Warranties and Guarantees. We are not liable for any guarantee or warranty you make or offer to any Member or other person.

19.9 Consent. Unless otherwise stated, any provision that refers to our "consent" will mean our prior written consent, which consent we are permitted to withhold or deny for any reason in our sole discretion.

19.10 Joint and Several Liability. If 2 or more persons are the Unit Franchisee under this Agreement, their obligation and liability to us are joint and several.

19.11 No Personal Liability. You agree that fulfillment of all of our obligations in this Agreement or based on any oral communications that may be ruled to be binding in a court of law will be our sole responsibility and none of our agents, representatives, nor any individuals associated with our franchise company will be personally liable to you for any reason. You agree that nothing that you believe you have been told by us or our representatives will be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

19.12 Severability. If any part of this Agreement, for any reason, is declared invalid by a court of competent jurisdiction, then that declaration will not affect the validity or enforceability of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were signed with the invalid portion eliminated or curtailed.

19.13 Delegation. You agree that we have the unrestricted right to delegate the performance of any portion of our obligations under this Agreement, including training obligations, to designees, area representatives, affiliates, or any other third party.

19.14 Compliance with Laws. You must operate the Unit Franchise in full compliance with all applicable laws and regulations, including those relating to the construction, design and operation of the Unit Franchise (including, without limitation, all regulations regulating sexual harassment and discrimination, membership agreements, environmental safety, occupational hazards and health, consumer protection, trade regulation, worker's compensation, unemployment insurance, ERISA, withholding and payment of federal and state income taxes, social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA")). You also are solely responsible for compliance with all laws and payment card provider standards relating to the security of customer and member information, including information generated through the Computer System, including the Payment Card Industry Data Security Standards. You are solely responsible for all consequences that may arise if your system is not properly operated, maintained or upgraded or if the Computer System fails to operate as expected or anticipated. You must obtain and maintain all licenses, permits, and approvals (for yourself and your employees and agents) required by the jurisdictions in which you operate. You agree that we have not researched the specific laws and regulations applicable to your Unit Franchise, and that you are solely responsible for compliance with these laws and regulations.

19.15 Anti-Terrorist Activities. You certify that neither you, nor your owners, principals, employees nor anyone associated with you are listed in the Annex to Executive Order 13224 (the "Annex"). You agree not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you, your owners, principals, employees, or anyone associated with you being listed in the Annex. You agree to comply with and/or fully assist us in our efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with our compliance, you certify, represent, and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions you must take to comply with all Anti-Terrorism Laws, and you agree that your indemnification responsibilities as provided in Section 13.1 of this Agreement pertain to your obligations under this Section. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your owners, principals or employees are grounds for immediate termination of this Agreement and any other agreement you have entered into with us or one of our affiliates in accordance with the terms of Section 15.2(a) of this Agreement. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts or acts of war.

19.16 Non-Waiver of Rights. Our failure to insist on strict compliance with any provision of this Agreement or any related agreements will not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Our delay or omission respecting any breach or default will not affect our rights respecting any later breaches or defaults. Our election to exercise any remedy available by law or contract is not a waiver or preclude exercise of any other remedy.

19.17 Amendments. No modification or amendment of this Agreement will be effective unless it is in a writing signed by authorized representatives of us and you, except that we are permitted to modify unilaterally the Manual and other System specifications and directives as provided in this Agreement, and you must comply with those modified specifications and directives.

19.18 Surviving Provisions. Without limitation, the terms of this Agreement that by their nature require performance or forbearance after transfer, expiration or termination, that impose any obligation to defend or indemnify, or that relate to the resolution of disputes arising out of this Agreement, remain enforceable notwithstanding the transfer, termination, or expiration of this Agreement. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties, subject to the restrictions on transfer in this Agreement.

19.19 Entire Agreement. This Agreement, inclusive of all exhibits, constitutes the entire, full and complete agreement and understanding between the parties and supersedes all prior agreements. No other representations, promises, warranties or agreements have induced you to sign this Agreement with us. Both parties agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options or understandings other than those in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side deals", rights of first refusal, options or understandings having induced you to sign this Agreement. The Parties agree that, in entering into this Agreement, they are each relying on their own judgment, belief and knowledge as to any claims and further agree that no promise, inducement or agreement or any representations and warranties not expressed in this Agreement have been made to procure their entering into this Agreement. The parties agree that they have read, fully understand and fully agreed to the terms of this Agreement. Except for those permitted to be made unilaterally by us under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations we made in the FDD we furnished to you before entering into this Agreement.

19.20 Execution of Agreement. EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN THIS AGREEMENT. IF YOU ARE A PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY WARRANTS TO US, BOTH INDIVIDUALLY AND IN HIS OR HER CAPACITY AS PARTNER OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP, ALL OF THE SHAREHOLDERS OF THE CORPORATION OR ALL OF THE MEMBERS/MANAGERS OF THE LIMITED LIABILITY COMPANY, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS THAT THIS AGREEMENT PLACES ON RIGHTS TO TRANSFER INTERESTS IN THE PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY. THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY US.

IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the Effective Date.

FRANCHISOR	UNIT FRANCHISEE
TOP SHOT FRANCHISING, INC., a Wyoming corporation	_____, a_____
By: _____ Name: Mike Wilson Title: CEO Date: _____	By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT 1

LOCATION; TERRITORY; OPENING DEADLINE; MINIMUM PERFORMANCE STANDARDS

1. **Approved Unit Franchise Location**: The Unit Franchise will be located at (check (a) or (b), as applicable):

☐ a. _____
(Street Address, City, State and Zip Code)

☐ b. Site Selection Area: The Unit Franchise Location has not been determined as of the Effective Date of this Agreement. You must secure the approved Location in accordance with the terms of the Franchise Agreement within the general area described below:

_____
*Indicate city, county or area within which you are to secure an approved Unit Franchise Location. Note: This area is **not** the "Territory" for the Unit Franchise.*

2. **Territory:** _____

3. **Opening Deadline**: _____

4. **Minimum Performance Standards**. To maintain your Territory, you must meet the following minimum performance standards by the end of the periods stated below:

Time Frame:	Annual Gross Revenues For The Year Must Exceed:
First Year After Opening	$150,000
Second Year After Opening	$250,000
Third Year After Opening	$350,000
Fourth Year After Opening	$450,000
Fifth Year After Opening and Each Additional Year	$550,000

TOP SHOT FRANCHISING, INC.,
a Wyoming corporation

By: _____
Name: Mike Wilson
Title: CEO

_____,
a_____

By: _____
Name: _____
Title: _____

EXHIBIT 2

OWNER'S GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the signing of the Unit Franchise Agreement, dated _____ (the "Agreement"), between Top Shot Franchising, Inc., a Wyoming corporation ("us") and _____ (the "Unit Franchisee"), each of the undersigned owners of the Unit Franchisee and their respective spouses ("you," for purposes of this Guaranty only), personally and unconditionally agree to perform and keep during the terms of the Agreement, every covenant, obligation, payment, agreement, and undertaking on the part of Unit Franchisee stated in the Agreement. Each of you agree that all provisions of the Agreement relating to the obligations of Unit Franchisee, including, without limitation, the covenants of confidentiality and non-competition and other covenants stated in the Agreement, are binding on you.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Unit Franchisee or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Unit Franchisee that you may have arising out of your guaranty of the Unit Franchisee's obligations; and (4) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty is joint and several; (2) you will make any payment or render any performance required under the Agreement on demand if Unit Franchisee fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Unit Franchisee or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may periodically grant to Unit Franchisee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the Agreement and afterward for so long as the Unit Franchisee has any obligations under the Agreement.

If we enforce this Guaranty in a judicial proceeding, and prevail in the proceeding, we are entitled to reimbursement of our expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', mediation, and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred before, in preparation for or in contemplation of the filing of any proceeding. If we engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for all of the above-listed expenses we incur.

[Signatures on next page]

This Guaranty is signed as of the Effective Date.

OWNER:

_____
Name: _____

OWNER'S SPOUSE:

_____
Name: _____

OWNER:

_____
Name: _____

OWNER'S SPOUSE:

_____
Name: _____

OWNER:

_____
Name: _____

OWNER'S SPOUSE:

_____
Name: _____

EXHIBIT 3

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT is dated as of _____ among: (i) Top Shot Franchising, Inc. ("Franchisor"); (ii) _____ ("Landlord"); and (iii) _____ ("Tenant/Franchisee").

Introduction

A. On _____, Tenant/Franchisee and Franchisor entered into a LASERPRECISION™ MARKSMANSHIP CLUB Franchise Agreement (the "Franchise Agreement"). Under the Franchise Agreement, Franchisor granted Tenant/Franchisee the right, and Tenant/Franchisee undertook the duty, to operate a LASERPRECISION™ MARKSMANSHIP CLUB Unit Franchise (the "Unit Franchise") at the Premises (defined below).

B. Simultaneously with entering this Agreement, Landlord and Tenant/Franchisee are entering a lease agreement (the "Lease"). Under the Lease, Tenant/Franchisee leases the following premises: _____ (the "Premises").

C. To protect Franchisor's rights and interests under the Franchise Agreement, Landlord grants certain rights to Franchisor under the Lease as stated below.

Agreement

The parties agree as follows:

1. Notices. At the same time notices are sent to Tenant/Franchisee, Landlord must provide Franchisor with copies of all written notices of default that it sends to Tenant/Franchisee. Landlord agrees to send copies by first-class mail, postage prepaid, to Franchisor at its address stated below or any other address as Franchisor may notify Landlord in writing.

2. Right to Cure. If Tenant/Franchisee defaults under the Lease, Franchisor has the right (but not the duty) to cure the default within 15 days following the expiration of any applicable cure period. Furthermore, in this event, Franchisor may immediately begin occupancy of the Premises as the tenant under the Lease without obtaining Landlord's or Tenant/Franchisee's consent. Franchisor may thereafter assign the Lease to another LASERPRECISION™ MARKSMANSHIP CLUB® franchisee or to an entity Franchisor owns and/or controls. If it does, Franchisor must first obtain Landlord's written approval of the assignee. Landlord, however, must neither unreasonably withhold nor delay its approval thereof. Landlord will acknowledge this assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration. Once Franchisor has assigned the Lease in accordance with this Section, Franchisor will have no future liability under the Lease.

3. Right to Assign. At any time (including, without limitation, on the expiration or sooner termination of the Franchise Agreement) without Landlord's prior consent, Tenant/Franchisee may assign the Lease to Franchisor. In this event, Franchisor may thereafter assign the Lease to another LASERPRECISION™ MARKSMANSHIP CLUB® franchisee or to an entity Franchisor owns and/or controls. If it does, Franchisor must first obtain Landlord's written approval of the assignee. Landlord, however, must neither unreasonably withhold nor delay its approval thereof. Landlord will acknowledge this assignment in writing. No assignment permitted under this Section is subject to any assignment or

similar fee or will cause any rental acceleration. Once Franchisor has assigned the Lease in accordance with this Section, Franchisor will have no future liability under the Lease.

4. Right of First Refusal. Landlord agrees that on the expiration or termination of the Lease, Franchisor has the first right of refusal to lease the Premises as the new tenant.

5. Expiration or Termination of Franchise Agreement. Landlord agrees that the expiration or termination of the Franchise Agreement will constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure default by succeeding to Tenant/Franchisees' interests under the Lease in accordance with Section 2 above.

6. Acknowledgement of Rights. Landlord acknowledges Franchisor's rights under the Franchise Agreement to enter the Premises to: (i) make any modifications or alterations necessary in Franchisor's sole discretion to protect its franchise system and its trademarks without being guilty of trespass or any other tort or crime; and (ii) remove any trade fixtures, interior or exterior signs and other items bearing Franchisor's trademarks or service marks on the expiration or termination of the Franchise Agreement.

7. Modification of Lease. Without Franchisor's prior written consent, Landlord and Tenant/Franchisee may not amend, modify, supplement, terminate, renew or extend the Lease.

8. Miscellaneous.

a. In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement control.

b. All of the terms of this Agreement, whether so expressed or not, are binding on, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

c. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Agreement and making specific reference to this Agreement.

d. This Agreement may be signed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of signing by electronic signature page is binding on any party so confirming.

IN WITNESS WHEREOF, the parties have duly signed and delivered this Lease Rider as of the date noted above.

Top Shot Franchising, Inc.	**_____**
By: _____	By: _____
Name: Mike Wilson	Name: _____
Title: CEO	Title: _____
Date Signed: _____	Date Signed: _____

Address For Notices:

Top Shot Franchising, Inc.
Attention: Mike Wilson, CEO
6601 E. 10th Street
Indianapolis, IN 46219
E-mail: Mikew@laserpmc.com

LANDLORD

By: _____
Name: _____
Title: _____

Date Signed: _____

EXHIBIT 4

OWNERSHIP INTERESTS IN FRANCHISEE

Effective Date: This Exhibit A is current and complete as of _____.

You and Your Owners

1. **Form of Owner:**

☐ Individual
☐ Limited Liability Company
☐ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Other: _____

For Corporation, Limited Liability Company, or Partnership:

Date of Formation: _____
State of Formation: _____

You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____.

The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held

2. **Owners**. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

List the Full Name of Each Owner	Owner Address	Ownership Interest in Franchisee (if applicable) *(List Number of Units, Shares, Percentage Interest, as applicable)*

3. **Name and Address of Person to Receive Notice for Franchise Owner**.

(a) Name: _____
(b) Postal Address: _____
(c) Email Address: _____

4. **Identification of General Manager**. Your General Manager as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above).

TOP SHOT FRANCHISING, INC., a Wyoming corporation	_____, a_____
By: _____ Name: Mike Wilson Title: CEO	By: _____ Name: _____ Title: _____

EXHIBIT 5

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS

1. _____ ("Assignor"), in exchange for valuable consideration provided by Top Shot Franchising, Inc. ("Assignee"), receipt of which is acknowledged, conditionally assigns to Assignee all telephone numbers and domain names, as well as any listings associated therewith, that Assignor uses in the operation of its LASERPRECISION™ MARKSMANSHIP CLUB Unit Franchise at _____ (the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____

2. This assignment becomes effective automatically on termination or expiration of Assignor's franchise. In that event, Assignor must do all things required by the telephone company to assure the effectiveness of the assignment of Assigned Property as if Assignee had been originally issued the Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to effectuate this Assignment and agrees to fully cooperate with the telephone company, as well as the Assignee, in effectuating this assignment.

ASSIGNEE	**ASSIGNOR**
Top Shot Franchising, Inc.	**_____**
By: _____	By: _____
Name: Mike Wilson	Name: _____
Title: CEO	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT 6

FRANCHISEE COMPLIANCE QUESTIONNAIRE

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

Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

As you know, Top Shot Franchising, Inc. ("we", "us"), and you are preparing to enter into a Franchise Agreement for the right to open and operate one or more LASERPRECISION™ MARKSMANSHIP CLUB franchises (each, a "Unit Franchise"). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise.

You cannot sign or date this Questionnaire the same day as the Receipt for the FDD. You must sign and date it the same day you sign the Franchise Agreement, and pay us the appropriate initial franchise fee. You acknowledge that we are relying on the truthfulness of your answers to this questionnaire in deciding whether or not to counter-sign the Franchise Agreement. Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer In the Comment section below the Questionnaire.

Yes	_____	No _____	1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?
Yes	_____	No _____	2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
Yes	_____	No _____	3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you actually received it?
Yes	_____	No _____	4. Do you understand all the information in the Franchise Disclosure Document and the Franchise Agreement you intend to enter into with us?
Yes	_____	No _____	5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Unit Franchise with these professional advisor(s)?

Yes _____ No _____

6. Do you understand the success or failure of your Unit Franchise will depend in large part on your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Location, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes _____ No _____

7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement and that we have reserved certain rights under the Franchise Agreement?

Yes _____ No _____

8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the LASERPRECISION™ MARKSMANSHIP CLUB mark or any other mark at any location outside your Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Unit Franchise?

Yes _____ No _____

9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated at our then-current headquarters?

Yes _____ No _____

10. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement, if not resolved through mediation, must be litigated at our then-current headquarters?

Yes _____ No _____

11. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?

Yes _____ No _____

12. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Yes _____ No _____

13. Do you understand that the Franchisee (or one of its Owners if Franchisee is an organization), as well as any managers (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Unit Franchise to open or consent to a transfer of that Unit Franchise?

Yes _____ No _____

14. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes _____ No _____

15. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes _____ No _____

16. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Unit Franchise or home address until you designate a different address by sending written notice to us?

Yes _____ No _____ 17. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes _____ No _____ 18. Is it true that no broker, employee or other person speaking on our behalf made any representation, statement or promise regarding the costs involved in operating a Unit Franchise that is not in the Franchise Disclosure Document or that is contrary to, or different from, the information in the Franchise Disclosure Document?

Yes _____ No _____ 19. Is it true that no broker, employee or other person speaking on our behalf made any representation, statement or promise regarding the actual, average or projected revenues, profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Unit Franchise will generate, that is not in the Franchise Disclosure Document or that is contrary to, or different from, the information in the Franchise Disclosure Document?

Yes _____ No _____ 20. Is it true that no broker, employee or other person speaking on our behalf made any representation, statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information in the Franchise Disclosure Document?

Yes _____ No _____ 21. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Unit Franchise purchase with exception of those payments or loans provided in the Franchise Disclosure Document?

Yes _____ No _____ 22. Is it true that you understand that the approval of any location for a Unit Franchise does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of a Unit Franchise at the location?

Yes _____ No _____ 23. Is it true that you understand that our approval of a financing plan for operation of a Unit Franchise does not constitute any representation or assurance that the financing plan is favorable, or not unduly burdensome, or that a Unit Franchise will be successful if the financing plan is implemented?

Yes _____ No _____ 24. Is it true that you understand that the estimated initial investment expenditures disclosed in Item 7 of the Franchise Disclosure Document are only estimates of the costs you may incur in opening a Unit Franchise and that the disclosed ranges are not assurances that your costs will fall within the disclosed ranges?

For Washington Prospects: The Pre-Closing Franchisee Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated:_____	Dated:_____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES BELOW (REFER TO QUESTION NUMBER)

EXHIBIT 7

STATE SPECIFIC ADDENDA

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the LASERPRECISION™ MARKSMANSHIP CLUB Franchise Agreement dated _____ (**"Franchise Agreement"**) between Top Shot Franchising, Inc. (**"we," "us,"** or **"our"**) and_____ (**"you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the Franchise Agreement, for franchises offered and sold in the State of Indiana or to Indiana residents, is amended to include the following:

1. The following sentence is added to the end of Sections 2.2(i) (Offer of Successor Franchise Agreement) and 14.3(j) (Transfer):

> No release language stated in the Franchise Agreement relieves us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

2. Notwithstanding the terms of Section 13.1 (Indemnification and Insurance) of the Franchise Agreement, you will not be required to indemnify us for any liability caused by your proper reliance on or use of procedures or materials we provided or caused by our negligence.

3. Notwithstanding the terms of Section 1.5 (Reserved Rights) of the Franchise Agreement (as applicable), we will not compete unfairly with you within a reasonable area.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as "... a material breach of the franchise agreement...," supersede any contrary provisions contained in Section 15 (Default and Termination) of the Franchise Agreement in the State of Indiana.

5. Section 12.2 (Restrictive Covenants After the Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size, for all franchises sold in the State of Indiana.

6. The provisions of the Franchise Agreement relieving both parties from liability for punitive damages will not apply to franchises offered and sold in the State of Indiana.

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

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

Top Shot Franchising, Inc.	**_____**
By: _____	By: _____
Name: Mike Wilson	Name: _____
Title: CEO	Title: _____
Date Signed: _____	Date Signed: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the LASERPRECISION™ MARKSMANSHIP CLUB Franchise Agreement dated _____ (**"Franchise Agreement"**) between Top Shot Franchising, Inc. (**"we," "us,"** or **"our"**) and_____ (**"you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement for franchises offered and sold in the Commonwealth of Virginia is amended to include the following:

1. The following sentence is added to the end of Section 15 (Default and Termination):

   Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

Top Shot Franchising, Inc.	_____
By: _____	By: _____
Name: Mike Wilson	Name: _____
Title: CEO	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT C

BRAND STANDARDS MANUAL

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FRANCHISE BRAND STANDARDS MANUAL
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EXHIBIT D

FINANCIAL STATEMENTS

Top Shot Franchising, Inc.

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COOPER
NORMAN

Independent Auditors' Report

To Management and Stockholders' of
Top Shot Franchising, Inc.
Cheyenne, Wyoming

We have audited the accompanying balance sheet of Top Shot Franchising, Inc. (a Wyoming corporation) as of January 31, 2024, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Top Shot Franchising, Inc. as of January 31, 2024, in accordance with accounting principes generally accepted in the United States of America.

Basis for Opinion

We conducted our audit accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Top Shot Franchising, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statement

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

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Top Shot Franchising, Inc.'s ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditors' Responsibility for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatements, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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 general accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, 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 statement.
- Obtain and 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 Top Shot Franchising, Inc.'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 aggregate, that raise substantial doubt about Top Shot Franchising, Inc.'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.

Cooper Norman

Pocatello, Idaho
March 05, 2024

Top Shot Franchising, Inc.
Balance Sheet
January 31, 2024

ASSETS		
CURRENT ASSETS		
Cash	$	112,089
TOTAL ASSETS	$	112,089
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accrued income taxes payable	$	19,706
STOCKHOLDERS' EQUITY		
Common stock, $1 par value, $2,000 shares authorizes, issued and outstanding		2,000
Additional paid-in capital		48,000
Retained earnings		42,383
TOTAL STOCKHOLDERS' EQUITY		92,383
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$	112,089

See independent auditors' report and accompanying notes to financial statement.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Top Shot Franchising, Inc. (the "Company") is a Wyoming Corporation located in Cheyene, Wyoming. The Company offers franchise opportunities to entrepreneurs who want to own and operate a Top Shot Firearms Simulator as a franchise.

Method of Accounting

The financial statements are presented on the accrual method of accounting.

Use of Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

The Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents. The carrying amount approximates fair value due to the relatively short period to maturity of these instruments.

The Company places its temporary cash investments with high credit quality financial institutions. At times, such investments may be in excess of the Federal Deposit Insurance Corporation ("FDIC") Insurance Limit. As of January 31, 2024, no cash exceeded the FDIC limit.

Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, service has been performed, the fee is fixed or determinable, and collectability is probable. Revenue generally is recognized net of allowances for returns, estimated claims and any taxes collected from customers and subsequently remitted to governmental authorities.

Revenue recognition for multiple-element arrangements requires judgment to determine if multiple elements exist, whether elements can be accounted for as separate units of accounting, and if so, the fair value for each of the elements.

Initial franchise fees are recorded as income when the area representative and franchise agreements have been signed or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees and advertising fees will be recognized when reported by the franchisee.

Allowance for Credit Losses

The Company reviews historical losses, current conditions, reasonable and supportable future events, and any other factors deemed relevant by management when evaluating potential credit losses. The Company does not have any receivables and, consequently, has not recorded an allowance for credit losses as of January 31, 2024.

Income Taxes

The Company accounts for uncertain tax positions in accordance with Financial Accounting Standards Board ("FASB") ASC 740 (formerly Financial Accounting Standards Board Interpretation No. 48, Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109). FASB ASC 740 prescribes a recognition threshold and measurement process for financial statement recognition of uncertain tax positions taken or expected to be taken in a tax return. The interpretation also guides recognition, de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

The Company has identified and reviewed potential tax uncertainties in accordance with FASB ASC 740 and determined that the exposure to those uncertainties did not have a material impact on the company's total liabilities, results of operations, or financial condition as of January 31, 2024. The Company uses a calendar year for tax reporting purposes, and tax years back to and including the tax year ended December 31, 2023 (the initial year of formation), are subject to examination by major taxing jurisdictions.

Accounting Pronouncements

In June 2016, the FASB issued guidance (FASB ASC 326), which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable (list other in-scope financial assets, if applicable).

The Company adopted the standard effective January 1, 2023. The impact of the adoption is not considered material to the financial statements and has primarily resulted in additional or enhanced disclosures.

Subsequent Events

The Company has evaluated all subsequent events through March 05, 2024, the date the financial statements were available to be issued.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Top Shot Franchising
Balance Sheet
May 31, 2024

ASSETS	
CURRENT ASSETS	
Cash	$ 44,231.09
TOTAL ASSETS	$ 44,231.09
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accrued Income Taxes Payable	$ 0.00
STOCKHOLDERS EQUITY	
Common Stock, $1 par value, 2,000 shares	$2,000
Authorized, issued and outstanding	
Additional Paid-in Capital	$48,000
Retained Earnings	($ 5,768.91)
TOTAL STOCKHOLDERS EQUITY	$44,231.09
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 44,231.09

Top Shot Franchising, Inc.
Profit and Loss (Unaudited)
January 1 - May 31, 2024

	Total
Income	
Sales	$ 56,000.00
Unapplied Cash Payment Income	$ -
Uncategorized Income	$ -
Total Income	**$ 56,000.00**
Gross Profit	**$ 56,000.00**
Expenses	
Sales Commissions	$ 19,600.00
Marketing Expenses	$ 23,818.00
Contractor Expenses	$ 16,560.58
Website Design Services	$ 500.00
Federal Income Tax	$ 17,350.99
Total General business expenses	**$ 77,829.57**
Legal & accounting services	
Legal & Accounting Fees	$ 9,364.00
Total Legal & accounting services	**$ 9,364.00**
Office expenses	$ 7,437.54
Travel Expenses	$ 12,977.24
Total Office expenses	**$ 20,414.78**
Total Expenses	**$ 107,608.35**
Net Operating Income	**$ (51,608.35)**
Net Income	**$ (51,608.35)**

Monday, July 8, 2024 08:00:16 AM GMT-7 - Cash Basis

EXHIBIT E

LIST OF FRANCHISEES

Opened Unit Franchises as of December 31, 2023

None

Franchisees with Signed Franchise Agreements But Outlet Not Yet Opened as of December 31, 2023

None

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

None

EXHIBIT F

STATE-SPECIFIC DISCLOSURES

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 through 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, the Disclosure Document for Top Shot Franchising, Inc. for use in the State of Indiana is amended as follows:

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.

ITEM 9 – FRANCHISEE'S OBLIGATIONS

- Item 9.p. - Notwithstanding the terms of Section 13.1 (Indemnification and Insurance) of the Franchise Agreement, you will not be required to indemnify us for any liability caused by your proper reliance on or use of procedures or materials we provided or caused by our negligence.

ITEM 12 – TERRITORY

- Notwithstanding the terms of Item 12 of the Disclosure Document and Section 1.5 (Reserved Rights) of the Franchise Agreement (as applicable), we will not compete unfairly with you within a reasonable area.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

- Item 17.c. and m. - No release language stated in the Franchise Agreement relieves us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

- Item 17.f. - The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as "... a material breach of the franchise agreement...," supersede any contrary provisions contained in Section 15 (Default and Termination) of the Franchise Agreement in the State of Indiana.

- Item 17.r. - Section 12.2. (Restrictive Covenants After the Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size, for all franchises sold in the State of Indiana.

- Item 17.w. - The provisions of the Franchise Agreement relieving both parties from liability for punitive damages will not apply to franchises offered and sold in the State of Indiana.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Top Shot Franchising, Inc. for use in the Commonwealth of Virginia is amended as follows:

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.

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

- Item 17.f. - Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

EXHIBIT G

FORM OF GENERAL RELEASE AGREEMENT

TOP SHOT FRANCHISING LLC

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT ("Release") entered into on _____, between Top Shot Franchising Inc., a Wyoming corporation ("Franchisor"), and _____, a _____ corporation/limited liability company/partnership (circle one) ("Franchisee"), and each owner of Franchisee and his or her spouse (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Franchisee, and Owners are referred to as the "Parties").

WITNESSETH

A. The Parties previously entered into a Franchise Agreement dated _____ (the "Agreement"), granting Franchisee the right to operate a Franchise Business of Franchisor ("Location") for a specific Term (as defined in the Agreement).

B. Franchisee desires to renew the Agreement for an additional Term (as defined in the Agreement).

C. Section 2.2(i) of the Agreement requires Franchisee and each of its Owners and their respective spouses to sign, in favor of Franchisor and its officers, directors, agents, and employees, and Franchisor's affiliates and their officers, directors, agents, and employees, as a condition to renew the Agreement, a general release from liability of all claims that Franchisee, its Owners, and their respective spouses may have against Franchisor, its affiliates, and their respective owners, officers, directors, employees, and agents.

D. the Parties desire to enter into this Release to comply with the requirements of the Agreement and preserve Franchisee's eligibility to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements in this Release and other valuable consideration, the Parties agree as follows:

1. Recitals. The Recitals are incorporated into and made part of this Release.

2. Release. Franchisee, each Owner and his or her spouse, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), fully release Franchisor and its present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisor (the "Released Entities") from all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, that the Releasing Entities may have against the Released Entities as of the date this Release is signed.

3. Miscellaneous.

A. This Release contains the entire agreement and representations between the Parties with respect to the subject matter hereof. This Release supersedes and cancels any prior understanding or agreement between the Parties whether written or oral, express or implied. No modifications or amendments to this Release are effective unless in writing, signed by all Parties.

B. If any provision of this Release is deemed to be invalid, illegal or unenforceable, this invalidity, illegality, or unenforceability will not affect the remaining provisions of this Release, and each provision of this Release is deemed severable from all other provisions.

C. This Release is governed by the laws of the State of Indiana. Any litigation or court action arising under or related to this Release must filed in state or federal court in Marion County, State of Illinois.

D. If a court action is brought to enforce or interpret this Release, the prevailing Party in that proceeding or action is entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred. The prevailing Party is entitled to reimbursement of all these expenses both in the initial proceeding or action and on any appeal therefrom.

E. This Release is binding on the Parties and their respective successors, heirs, beneficiaries, agents, legal representatives, and assigns, and on any other persons claiming a right or interest through the Parties.

F. This Release may be signed in any number of counterparts, all of which are deemed to constitute one and the same instrument, and each counterpart is deemed an original.

IN WITNESS WHEREOF, the Parties affix their signatures and sign this Release as of the day and year first above written.

COMPANY	FRANCHISEE
TOP SHOT FRANCHISING, INC., a Wyoming corporation	_____, a_____
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

OWNERS:

	Owner’s Residential Address:	Owner's % Ownership:
_____	_____	
Signature of Owner		
_____	_____	_____%
Printed/Typed Name of Owner		
	Owner’s Title/Position with Franchisee:	
_____	_____	
Signature of Owner's Spouse		
_____		
Printed/Typed Name of Spouse	Date: _____, 200__	

EXHIBIT H

STATE EFFECTIVE DATES

State Effective Dates

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

This 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	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, this as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPTS

RECEIPT

(YOUR COPY – RETAIN FOR YOUR FILES)

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 Top Shot Franchising Inc. offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If Top Shot Franchising Inc. 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 applicable state agency listed in Exhibit A.

See Exhibit A for our registered agents authorized to receive service of process.

The following franchise seller(s) will represent us for the sale of our franchises: Mike Wilson, Chief Executive Officer, 6601 E. 10th Street, Indianapolis, IN 46219 and (317) 500-4842.; and
(Name) _____ (Address)_____ (Phone) _____.

Date of Issuance: May 31, 2024

I received a Franchise Disclosure Document dated May 31, 2024 that included the following Exhibits:

A. State Administrators/Agents for Service of Process
B. Franchise Agreement
C. Brand Standards Manual: Table of Contents
D. Financial Statements
E. List of Franchisees
F. State-Specific Disclosures
G. General Release Agreement
H. State Effective Dates
I. Receipts

_____
Signature of Potential Franchisee

_____
Date:

_____
Print Name of Potential Franchisee

You may return the signed receipt either by signing, dating, and mailing it to us at Top Shot Franchising, Inc., located at 6601 E. 10th Street, Indianapolis, IN 46219 or sending a copy by email to mikew@laserpmc.com.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

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 Top Shot Franchising Inc. offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If Top Shot Franchising Inc. 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 applicable state agency listed in Exhibit A.

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F. State-Specific Disclosures
G. General Release Agreement
H. State Effective Dates
I. Receipts

_____
Signature of Potential Franchisee

_____ _____
Date: Print Name of Potential Franchisee

You may return the signed receipt either by signing, dating, and mailing it to us at Top Shot Franchising, Inc., located at 6601 E. 10th Street, Indianapolis, IN 46219 or sending a copy by email to mikew@laserpmc.com.