FRANCHISE DISCLOSURE DOCUMENT

RBO Agency & Advisory, Inc.
a South Dakota corporation
2735 1st Avenue, Suite 109
Spearfish, South Dakota 57783
1-605-644-8000
info@rollingbones.com
www.rollingbones.com

The franchise offered is an outdoor expedition booking agency, coupled with hunting application management, and a front-end and online retail store for hunting, fishing and outdoor gear under the Rolling Bones Outdoors® name.

The total investment necessary to begin operation of a Rolling Bones Outdoors franchise is $166,469 to $260,364. This includes between $83,995 and $144,395 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Lynley Mehmen at 2735 1st Avenue, Suite 109, Spearfish, SD. 57783 and 1-605-644-8000.

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

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

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

Issuance Date: February 7, 2025.

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 will 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 and Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor and at the franchisor's direction; Item 7 lists the initial investment to open, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to support my business?	Item 21 and Exhibit I include financial statements. Review these statements carefully.
Is the franchise system stable and growing or shrinking?	Item 20 summarizes the 3-year history of the number of company-owned and franchised outlets.
Will my business be the only Rolling Bones Outdoors business in my market?	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 Rolling Bones Outdoors franchisee?	Item 20 and Exhibits G and H list 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*

Consider these facts about franchising before investing in any franchise:

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

2. **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 franchised business or may harm your franchised business

3. **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.

4. **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.

5. **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.

6. **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.

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in South Dakota. 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 South Dakota than in your own state.

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 PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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.

(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 the franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise 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 license 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 subfranchisor.

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

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

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

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

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 THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE SECTION, G. MENNEN WILLIAMS BUILDING, 6TH FLOOR, LANSING, MICHIGAN 48933, (517) 373-7117.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE DISCLOSURE DOCUMENT, IF ANY, APPEAR IN THE STATE ADDENDA AT **EXHIBIT C** OR THE STATE SPECIFIC FRANCHISE AGREEMENT AMENDMENTS IN **EXHIBIT E**, EXCEPT THAT ADDITIONAL DISCLOSURES RELATED TO MICHIGAN LAW CAN BE FOUND RIGHT BEFORE THIS TABLE OF CONTENTS.

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is RBO Agency & Advisory, Inc., and will be referred to in this document as **"Franchisor**", "**we**", "**us**" or "**our**". A person who buys a franchise from us will be referred to as **"you."** If you are a corporation, partnership or other entity, "you" also includes your owners your partners, shareholders and any other person or entity directly or indirectly owning an interest in you.

We are a South Dakota corporation organized on November 22, 2024. Our principal place of business address is 2735 1st Avenue, Suite 109, Spearfish, SD. 57783. We conduct business under the name Rolling Bones Outdoors. Our agents for the service of process are disclosed in **Exhibit B**.

Parents, Predecessors and Affiliates

We do not have a parent or any predecessors.

We have three affiliates that may provide products or services to you. Our affiliate Rolling Bones Access Data Suites, LLC (**"RADSLLC"**) is a South Dakota limited liability company, whose principal place of business address is 540 Heritage Drive, #1, Spearfish, SD 57783. RADSLLC will license its proprietary software, RADS, to you either directly, or indirectly through us.

Our affiliate Badlands Rifle Company, LLC (**"BRC"**) is a South Dakota limited liability company. Its principal place of business address is 2735 1st Avenue, Suite 109, Spearfish, SD 57783. BRC may provide products to be sold by you through your retail operations.

Our affiliate Rolling Bones Outfitters, Inc. ("**RBO**") is the company that first developed the Rolling Bones business. For example, it is RBO that maintains the catalogue of outfitters with whom members can book hunting, fishing, and outdoor adventures. RBO also operates the type of business that you will operate out of Spearfish, South Dakota. Its principal place of business is 2735 1st Avenue, Spearfish, SD 57783.

The Franchises We Offer

We grant franchises for running an outdoor expedition booking agency and concierge service business consisting of three integrated segments: (1) a hunting, fishing and outdoor adventure booking agency and concierge service, through a catalog of adventures offered by different outfitters; (2) providing assistance to members in managing and tracking their state and country hunting and fishing licensing applications and (3) the operation of a retail store offering providing outdoor, adventure, hunting and fishing gear, including firearms and ammunition. The business you will conduct (the "**Franchised Business**") refers to a business using our Rolling Bones Outdoors® service mark and associated logos and symbols we designate from time to time (the **"Proprietary Marks"**) to provide an outdoor expedition booking agency, coupled with hunting application management, and a front-end outdoors retail store.

Retail Location: A typical Franchised Business will be located in a strip mall in close proximity to residential areas populated with middle-income families and will require from 1,000 to 2,900 square feet of space. It will carry a variety of outdoor gear, including hunting and fishing gear and clothing.

Adventure Advisors/Booking Agency: Each Franchised Business will hire "Adventure Advisors" to market and sell the outdoor adventures and related products and services. You may have one or more Adventure Advisors as part of your Franchised Business. Your Adventure Advisors do not need to be physically located at your Franchised Business. They may be located anywhere in the U.S.

Membership Program: Part of the System is Rolling Bones Outdoors' membership program, which provides members with discounts on adventures and gear, application service, electronic access to Rolling Bones Outdoors publications, and other services on an annual fee basis. The membership program is currently structured with three levels of annual membership – Silver, Gold, and Platinum - providing different levels of services and benefits for the member.

The Franchised Business will be operated under the Rolling Bones Outdoor name. Though RBO operates the type of business you will operate as a franchisee, we do not operate businesses of the type being franchised to you. The Franchised Business will use the methods and procedures we have developed (our "**System**") and includes standards and methods of operation, accounting, marketing, advertising and public relations, and the standards for conducting a Franchised Business. Our standards and procedures for conducting a Franchised Business are set forth in our Operations Manual.

You will enter into a franchise agreement (a **"Franchise Agreement"**) with us for the operation of your Franchised Business under which you will operate in a specified location. Your location will house both the retail store and offices for the booking agency. The form of our Franchise Agreement is enclosed as **Exhibit D**. A typical Franchised Business will be located in a strip mall in close proximity to residential areas populated with middle-income families and will require from 1,000 to 2,900 square feet of space.

We do not engage in other business activities and have never offered franchises in any other line of business.

General Market For Your Products or Services and Competition

The market for the products of Rolling Bones Outdoors is the general public, focused on people that enjoy and seek out hunting and fishing and other all-around outdoor adventures. Your Franchised Business will compete with local, regional, and national brands that individually sell hunting and fishing expeditions, provide license application management and have retail operations. Each of these markets is developed. There are competitors that sell products that are reasonably similar to our products.

However, no competitors of Rolling Bones Outdoors provide integrated services in all three segments of the Franchised Business. As a franchisee, you will compete with other national regional and local companies in each separate segment of the Franchised Business. For the outdoor expedition booking segment, your competitors include Worldwide Trophy Adventures, and smaller independently owned booking agencies. In the retail store segment competitors include Cabela's, Bass Pro Shops, and Sportsman's Warehouse. In the hunting and fishing

license application management segment you will compete with companies such as Worldwide Trophy Adventures, Huntin' Fool, and Epic Outdoors.

Laws and Regulations

In addition to laws and regulations that generally apply to the operation of businesses in your state, you must also assist your customers with their compliance with state hunting and fishing licensing laws and regulations in the states where they book hunting and fishing adventures. State laws applicable to the sale of memberships may also apply to your Franchised Business.

Since your retail store will be selling firearms and ammunition, it is absolutely mandatory that you comply with all licensing requirements and other laws and regulations for firearm sales, including obtaining and maintaining a Type 01 Federal Firearms License. Failure to maintain the necessary licenses may result in immediate termination of your Franchise Agreement. Additionally, all firearms will need to be stored in an ATF approved safe and you must install and maintain an ATF approved security system. You should check with legal counsel familiar with these laws, regulations and requirements to learn about specific laws applicable to your Franchised Business.

Our Prior Experience

Brian Mehmen and Lynley Mehmen founded RBO in 2011. Initially, RBO only provided outdoor adventure booking services. It opened its first brick and mortar pro shop in Spearfish, South Dakota in 2014. In 2015, it started building a network of independent agents that offered the outdoor adventure booking services. In 2016 the RADS software system was developed. RADS is the proprietary software system used by us to sell memberships, adventures, and gear to clients and members, to promote special events and sales, and to track sales and commissions. We started offering franchises for operation of the Franchised Business as of the date of this FDD.

Your Owner's Obligations

If you are an entity, all your owners must sign an Owner's Guaranty in the form attached to the Franchise Agreement. Your owners must also sign the Owner's Acknowledgement in the Franchise Agreement agreeing to be bound by the separate rights and obligations imposed on franchisee owners in the Franchise Agreement.

Item 2

BUSINESS EXPERIENCE

Brian Mehmen: President, CEO, and Director

Brian has been our President, CEO, and director since our inception in November 2024. He is also a director and the President of our affiliate, RBO and has served in those roles since RBO's inception in February 2011. From June 2023 to August 2024 he was also the treasurer of RBO. Since October 2010 he has been an advisor to the business that was incorporated as RBO in February 2011. Brian is also the President, CEO, and a member of the management board of our affiliate RADSLLC and has served in those positions since the inception of RADSLLC in August 2024. He also serves as President, CEO, and as a member of the management board of our affiliate, Badlands Rifle Company, LLC and has served in those positions since May 2023. He is also the President, CEO and director of BNLL Enterprises, Inc., a financial services and

advisory firm, and has served in those positions since its inception in February 2007. He is the general manager of Black Hills Butcher Block, LLC, and has served in that role since its inception in June 2020. He works out of Spearfish, South Dakota.

Lynley Mehmen: Executive Vice President, Secretary, Chief Operating Officer, and Director

Lynley has been our Executive Vice President, Chief Operating Officer, Secretary, and director since our inception in November 2024. She has been the Executive Vice President of RBO since October 2024. She has also served as the Secretary of RBO and its director since September 2022. In addition, she has been the Office Manager of RBO since it started operating in March 2011. She was the Treasurer of RBO from November 2022 to June 2023. Lynley is also the Executive Vice President, Secretary, and a member of the management board of RADSLLC, and has served in those positions since December 2024. She also serves as Executive Vice President, Secretary, and as a member of the management board of our affiliate, Badlands Rifle Company, LLC and has served in those positions since its inception in May 2023. She has been the Executive Vice President, Secretary and director of BNLL Enterprises, Inc., since its inception in February 2007, and an administrator at the retail store location of Black Hills Butcher Block, LLC, since its inception in June 2020. She works out of Spearfish, South Dakota.

Bradly Dana: Vice President of Outside Brands, Treasurer, and Director

Bradly has been our Vice President of Outside Brands, Treasurer, and director since our inception in November 2024. He is a director of RBO and has served in that capacity since November 2019. Since March 2019 he has also served as RBO's Vice President of Outside Brands. Previously he served in different roles with RBO: as Executive Vice President from August 2024 until October 2024, as Vice President and Assistant Secretary from June 2023 until August 2024, and as Secretary from March 2019 until June 2022. Since January 2012 he has also been an advisor to RBO. Bradly has also been the Treasurer and a member of the management board of RADSLLC, since the inception of RADSLLC in August 2024. He also serves as Vice President of Outside Brands, Treasurer, and as a member of the management board of our affiliate, Badlands Rifle Company, LLC and has served in those positions since May 2023. Bradly has also owned and operated Dana Dental Arts in Spearfish, South Dakota from May 1994. He works out of Spearfish, South Dakota.

Jonathan Angler: Vice President of Sales, Assistant Secretary, and Director

Jonathan has been our Vice President of Sales, Assistant Secretary, and director since our inception in November 2024. Since August 2024 he is also a director and the Vice President of Sales and Assistant Secretary of RBO. Between August 2024 and October 2024 he was also the Treasurer of RBO. Jonathan has also been the Vice President of Sales and Assistant Secretary of our affiliate RADSLLC, since December 2024. He also serves as Vice President of Sales, and Assistant Secretary of our affiliate, Badlands Rifle Company, LLC and has served in those positions since December 2024. Since January 2023 he has also been an advisor to RBO. He also serves as the President of Omni Services of South Carolina, Inc., an electrical services contractor, since March 2004. Since December 2014 he has been the President of AHSC Inc., a franchisee of the Mr. Sparky and Ben Franklin Plumbing brands. He is also the managing member of OMNI Investment Properties LLC since March 2006 and of Southworth Partners LLC since September 2009. In addition, since April 2021, he is also a city council member of Georgetown, South Carolina. He works out of Conway, South Carolina.

Henry “Al” Jones: Vice President, Assistant Secretary, and Director

Henry “Al” Jones has been our director and our Vice President and Assistant Secretary since our inception in November 2024. He has been a director of RBO since August 2024 and from August 2024 until October 2024 he also served as RBO’s Assistant Secretary. Since January 2023 he has also been an advisor to RBO. Since March 2005 he is also a Vice President of Omni Services of South Carolina, Inc., an electrical services contractor, in Conway, South Carolina. Since December 2014 he has been the Vice President of AHSC Inc., a franchisee of the Mr. Sparky and Ben Franklin Plumbing brands. Al works out of Conway, South Carolina.

Noel Erickson: Assistant Vice President of Sales, Assistant Secretary, and Director

Noel Erickson has been our Assistant Vice President of Sales, Assistant Secretary, and director since our inception in November 2024. Since February 2011 he has also been the Executive Agency Manager for RBO, and from August 2024 until November 2024 he was the Vice President of Sales – Eastern Region for RBO. Since October 2010 he has also been an advisor to the business that incorporated as RBO in February 2011. He is the Assistant Vice President of Sales of RADSLLC since August 2024. Since August 2024 he is the Assistant Vice President of Sales of our affiliate Badlands Rifle Company, LLC. Since October 1992 he has also been a Regional Vice President for Primerica Financial Services in Lakeville, Minnesota. Noel works out of Lakeville, Minnesota.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

All franchisees pay an initial franchise fee (the **“Initial Franchise Fee”**) of $40,000 when they sign the Franchise Agreement. Veterans of the U.S. Armed Forces will receive a 15% discount on their Initial Franchise Fee. The Initial Franchise Fee is not refundable.

Before you open your Franchised Business, you must also pay our affiliate a fee of $1,995 as an initial licensing and set-up fee for the propriety software, RADS. Either we, or one our affiliates, will help set up your software and help integrate programs such as QuickBooks and MailChimp into RADS. The fee for this service will be $2,000.

You will need to buy, from us or our affiliate, an opening inventory of products to sell at your retail store before opening. The opening inventory will cost between $40,000 and $80,000, depending on exactly what products and quantities of products you order.

Before you open, at least one of your owners and the designated manager for your Franchised Business, must complete our initial training. Initial training for up to two persons is included in the Initial Franchise Fee. If you want to send additional persons to the initial training, or if you or your Designated Manager do not successfully complete the training and must re-take it, we will charge a training fee of $300 per person per day. The training is expected to take 9 days. We do not expect that you would bring more than 2 additional persons to the training. You will be responsible for travel, accommodation, and other training-related expenses for yourself and your other trainees.

We expect that the site we approve for your Franchised Business is the location you will build out to serve as your retail location and offices. However, sometimes circumstances change, and if the site we have approved falls through, you can ask for us to review and approve another site. Because this involves additional work for us, we charge a $5,000, non-refundable fee at the time you submit the application. The fee is intended to offset our costs for review of the alternative site.

You have 90 days after signing the Franchise Agreement to get a site approved for your Franchised Business and to sign a lease. You have another 90 days from when you sign the lease to open your Franchised Business. If you believe you will not be able to meet this deadline, you can request up to 2 30-day extensions of the construction completing deadline for a fee of $5,000 each. It is in our discretion whether to grant the extension

All payments listed in this item are non-refundable.

Item 6

OTHER FEES

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Commission Fee on Adventure Bookings	50% of the booking commission we or our affiliates receive from outfitters providing the adventures, up to $1,500 per adventure.	As paid	See Note (2)

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Commission Fee on Membership Fees	50% of the initial membership fee, 60% of the renewal membership fee	As paid	See Note (2)
Brand Development Fund	Currently $1,500	5th day of each month via ACH funds transfer.	The monthly Brand Development Fund Fee may currently be increased to $2,000. Every year, we may increase the maximum Brand Development Fund Fee by ten percent (10%) over the maximum fee in the previous year. Also, Franchisor may instead charge a fee on a project basis for marketing and advertising materials and projects prepared or undertaken for use by the System.
RADS Software Fee	Currently $500/month plus $25/month per Adventure Advisor	5th day of each month via ACH funds transfer.	You must pay our affiliate a fee for access to the RADS software. In addition to the base fee, there is also a fee of $25/month per Adventure Advisor.
Optional and Mandatory Additional Onsite Training or Assistance	Currently $400 per trainee per day	As incurred	See Note (3)
New Staff Training	Then current training fee, currently $300 per trainee per day	As incurred	Franchisee is responsible for the representative's travel and living expenses.
Additional Trainees Attending the Initial Training Program	Then applicable per diem fee, currently $300 per trainee, plus travel and living expenses	As incurred	Training is provided for up to 2 people at no cost. If additional personnel are to be trained or retraining is required, you must pay an additional training fee.
Conference/Convention Fee	Currently $750	As incurred	Required for each conference/convention we schedule.

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Audits	Cost of the examination, including fees charged by attorneys and/or independent accountants and any travel and living expenses incurred	Immediately upon demand	You reimburse any costs we incur if the examination was done because you failed to provide required reports or if the examination reveals you understated gross sales by 2% or more
Proprietary Software Fee	Up to $650 per month, currently $0	5th day of each month via ACH funds transfer.	Payment will be made to us; we reserve the right to increase payment.
Technology Fee	Up to $450 (as adjusted) per month, currently $300	5th day of each month via ACH funds transfer.	We have the right to increase the maximum fee by 10% annually, as the cost of providing these services is likely to increase.
Social Media Support	Up to $200 per month, currently $0	5th day of each month via ACH funds transfer.	We have the right to increase the maximum fee by 10% annually.
Product or Supplier Review	$750 plus reimbursement of out-of-pocket costs per review	As incurred	Payable to us if you request approval of a new product or supplier.
System Modifications	All reasonable costs and expenses associated with system modification	As required	If we make changes to our franchise system, you must adapt your business to conform to the changes. Examples may include new equipment, software or construction materials. These may be paid to the franchisor or a third-party supplier that we designate.
Local Marketing	Up to $24,000 annually, currently $12,000	Annually	See Note (4)
Advertising Cooperative Fee	Currently none. Fee will be set by the cooperative.	As determined by the cooperative.	We may require that an advertising cooperative be set up for your area. If a cooperative is set up, you will have to pay the fees that the cooperative itself determines.

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer Fee	See Note (5)	At the time of transfer	The Transfer Fee depends on who you are transferring ownership to and is lower if the transfer is to someone who is already familiar with our franchise system and the Franchised Business. See Note (5)
Relocation Fee	25% of then-current Initial Franchise Fee	Within 10 days of our approval to relocate your business	If we provide our approval to relocate your Franchised Business.
Renewal Fee/Successor Agreement Fee	Currently 10% of the then-current Initial Franchise Fee	Prior to renewal	Payable if we approve you to acquire a successor franchise for your Franchised Business.
Non-Compliance Charge	$500 per failure to comply with the Franchise Agreement; may be assessed per day or incident whichever is applicable	On demand, the day after non-compliance occurs	Due if you fail to comply with your obligations under the Franchise Agreement (e.g., failure to submit reports when due or because of use of an unauthorized product or service). This may be in addition to other remedies we have under the Franchise Agreement.
Secret Shopper Fee	Currently $250 per secret shopping inspection; may be increased to cover our cost	As incurred	We may use secret shoppers up to 4 times per year to assess if you are operating the Franchised Business pursuant to the System. If you fail/don't get a passing grade for a secret shopping inspection, we may conduct secret shopping inspections of your Franchised Business more than 4 times per year.
Re-Inspection Fee	$1,000, plus expenses	As incurred	We have the right to inspect your Franchised Business. If you fail an inspection and we re-inspect your Franchised Business, you will have to pay this fee.

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Indemnification	Will vary	As incurred	You must reimburse us and any affiliates if any of us is held liable for claims related to your Rolling Bones Outdoors' operations.
Late Payment Fee	$100 per occurrence	As incurred	Due if you fail to make any payment on a timely basis.
Interest	1.5% per month or the highest legal rate, whichever is less	As incurred	Due only on past-due amounts.
Insufficient Funds	$150 per occurrence	As incurred	An insufficient funds fee is due any time an EFT withdrawal is denied due to insufficient funds in your account.
Failure to Pay Insurance Premium Fee	Amount of unpaid premiums plus a 10% administrative fee for our expenses in obtaining the policies required	As incurred	Payable only if you fail to maintain the types and limits of insurance that the franchisor requires for your business.
Client Resolution Fee	$250 plus reimbursement of our expenses, including reasonable attorneys' fees	As incurred	If you request or we require our assistance in resolving a client dispute. The expenses you may be required to reimburse may include any payment we make to the client including a refund.
Temporary Management Assistance	$500/day plus our representative(s) expenses	As incurred	Payable if we step in to temporarily manage your Franchised Business following your breach your Franchise Agreement or following the death or incapacity of one of your owners.
Tax Payment Reimbursement	Reimbursement of our costs plus 10% administrative fee	As incurred	If you do not pay any required taxes on a timely basis, we have the right but not the obligation to pay these taxes for you. If we do this, you will pay this fee.

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Liquidated Damages	Will vary	As incurred	Payable if we terminate the Franchise Agreement with cause or you terminate it without cause. An amount equal to the net present value of revenue that would have become due over the next 24 months or the remaining weeks in the term of the Franchise Agreement, whichever less, if the Franchise Agreement had not been terminated. Calculated based on the average revenue paid over the previous 12 months before termination, or if the Rolling Bones Outdoors had not been in operation for at least 12 months, then based on the average revenues paid of all Rolling Bones Outdoors in operation during the 12 months immediately preceding the termination.
Costs and Attorney's Fees	Will vary	As incurred	Payable if you fail to comply with your obligations under the Franchise Agreement, and we have to enforce those obligations, or defend against claims relating to your failure to comply.

Notes:

(1) These payments are uniform and are not refundable. None of these fees are imposed or collected on behalf of a third party and are payable to us. Unless other collection procedures and time frames are stated specifically for a fee, it is collected by us on a monthly basis, by EFT.

(2) **Commission Fees.** When your customers book an adventure through you, or sign up for membership, the transaction is handled by us. We receive commissions from the outfitters providing the adventures to your customers. Those commissions are split with you. You will receive 40% of the commission received by us, up to $1,500 per adventure. Memberships are also processed by us. You will receive 50% of the initial membership

fee, and 40% of the renewal membership fee paid by each of your members. It is intended that you then split your portion of the commissions with your Adventure Advisors. The split will typically depend on the number of memberships sold by the Adventure Advisors, or the total sales they achieve in any year. We will pay you the commissions on a weekly basis, each Friday, currently through ACH.

(3) **Optional and Mandatory Additional Training and Assistance**. We may periodically make available required (including remedial training courses) or optional training courses to you and your personnel, as well as other programs, conferences, seminars, and materials. You must ensure that the personnel that we may direct satisfactorily complete any required training within the time specified. We may also offer you optional additional support and assistance in the operation of the Franchised Business, or, require such support, if you are not operating the Franchised Business in compliance with the System. You and your Designated Manager may each be required to participate in up to 5 days of required training in each calendar year. All training shall be provided at such locations as we may designate and you will be responsible for your and your employees' travel expenses and room, board, and wages during the training. You will be charged reasonable tuition for the training and such tuition will be payable per the terms of the invoice therefor. You will also be charged a reasonable fee for any additional onsite support and assistance requested by you or required by us. As of the date of this FDD, we charge $400 per day and trainer for ongoing training and additional support and assistance, plus travel and accommodation expenses for such trainer, provided that we reserve the right to adjust such fees throughout the term of the Franchise Agreement.

(4) **Local Marketing Spend.** You must spend a certain amount every year on local marketing. A large portion of this expenditure is directed by us and will be used to produce our hunt and adventure catalogue and quarterly newsletter, and on mailing those to your members. We may specify designated suppliers that you must use for the local marketing, and we may ourselves conduct additional parts of the local marketing on your behalf. Currently, beyond the amounts spent on producing and mailing the catalogue and newsletters and the minimum amount you have to spend, we do not have any restrictions on your local marketing expenditure. If we designate specific suppliers, or if we provide the local marketing for you, payment will be made to us or the designated suppliers. Upon 90 days' notice, we can increase the annual spend requirement. Up to 100% of the local marketing expenditure may be paid to the franchisor or a designated third party for marketing services. The minimum requirement may vary between franchisees.

(5) **Transfer Fee.** The Transfer Fee depends on who the transferee is. The Transfer Fee is $2,000 if the transfer is between existing owners of the franchisee or if new owners are being added, but that does not change the majority ownership. The Transfer Fee is 50% of the then-current Initial Franchise Fee if the franchisee is sold (or the Franchise Agreement transferred) to an existing franchisee or franchisee owner within the Rolling Bones Outdoors system. The Transfer Fee is 85% of the then current Initial Franchise Fee if the franchisee is sold (or the Franchise Agreement transferred) to a party that is not already a franchisee or franchisee owner within the Rolling Bones Outdoors system. If the transfer involves a public offering, our transfer fee is the higher of $25,000 and the costs we incur in connection with the evaluation, including those of legal counsel, accountants, and other advisors. If the transfer involves a private offering, our transfer fee is the higher of $10,000 and the costs we incur in connection with the evaluation, including legal and accounting fees we incur.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Initial Franchise Fee[(1)]	$40,000	Lump sum	On signing of Franchise Agreement	Us
Training and Travel Expenses[(2)]	$2,800 - $9,200	Varies	As incurred	Hotels/ airlines/ restaurants/ rental car
Real Property, leased[(3)]	$1,000 - $3,500	Varies	As arranged	Landlord
Leasehold improvements and related services[(4)]	$16,000 - $27,000	Varies	As incurred	Contractors, other third-party vendors
Signage, equipment, fixtures, other fixed assets[(5)]	$18,300 - $26,440	Varies	As incurred	Vendors, including Approved Suppliers
Office supplies and other opening supplies[(6)]	$750 - $1,050	Varies	As incurred	Vendors, including Approved Suppliers
Computer and Technology Expenses[(7)]	$9,694- $12,024	Varies	As incurred	Us, or our affiliate, and vendors, including Approved Suppliers
Utilities[(8)]	$2,475 - $3,950	Varies	As incurred	Utilities, government agencies
Grand Opening Marketing[(9)]	$15,000	Varies	As incurred	Vendors, including Approved Suppliers

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Local Marketing Expenditure[10]	$2,000	Varies	As incurred	Us, and vendors, including Approved Suppliers
Inventory to begin operating[11]	$40,000 – $80,000	Varies	As incurred	Us or our affiliate
Business licenses, permits, and FFL license [12]	$750 - $1,300	Varies	As incurred	Government agencies
Professional fees[13]	$2,000 - $4,000	Varies	As incurred	Vendors, including Approved Suppliers
Insurance[14]	$2,700 - $4,400	Varies	As incurred	Insurance company
Additional Funds[13] – 3 months	$13,000 - $30,500	Varies	As incurred	Employees, utilities, landlord, vendors of other day to day and business operations services and goods, until the Franchised Business reaches break even.
Total	$166,469 - $260,364			

Notes:

This is our best estimate on the costs you will incur to develop and open a Franchised Business based on the experience of our officers and owners. The factors that underlie this estimate can vary considerably depending on a number of variables, and the mutual investment you may make

may be lesser or greater than the estimates given. Unless otherwise indicated, all the payments listed in this Item are not refundable. The payments to us or our affiliates are non-refundable. Neither we, nor our affiliates, offer financing for your initial investment.

(1) **Initial Franchise Fee.** The Initial Franchise Fee is $40,000. The Initial Franchise Fee may be reduced for subsequent locations a franchisee agrees to develop and operate, and veterans of the U.S. Armed Forces will receive a 15% discount on their initial fee. See Item 5.

(2) **Training.** The franchisor provides training for two participants, but you will need to arrange transportation, lodging and food for yourself and any employees that participate in the training, and for any wages for employees. The cost will depend on the distance you must travel to the training and the type of accommodations you choose.

(3) **Real Estate.** The amount listed is the expected lease deposit that you will have to pay. You will need approximately 1,000 to 2,900 square feet for your Franchised Business. A typical Franchised Business will be located in a strip mall in close proximity to residential areas populated with middle-income families. The cost per square foot of commercial space varies considerably depending upon the location and market conditions affecting commercial property. Your cost will also depend greatly on whether you rent or buy your space. We estimate the rent for the required space to range from $12 to $14.50 per square foot, but rent may be significantly higher in certain parts of the country.

(4) **Leasehold Improvements and Related Services.** You will have to remodel the space you rent to meet System standards. Construction may be necessary to ensure that walls, flooring, plumbing, and electric meet System standards. It is possible that you may negotiate a tenant improvement allowance that will offset some of this cost. This line item also includes our estimate for the fees you would pay to an architect, engineer, or designer to help with the space buildout.

(5) **Signage, Equipment, Fixtures, and Other Fixed Assets.** You will need to get signage for your retail shop and fixtures, such as retail displays, counters, office furniture, and meeting room furniture, a TV, and a safe or built-in safe room. Because you will maintain firearms for resale at your Franchised Business you will have to have an ATF approved safe or built-in safe room and approved surveillance/security system (currently Vivint).

(6) **Office Supplies and Other Opening Supplies.** You will need to order consumable office supplies such as pens, printer ink, printer paper, as well as cleaning supplies and beverages.

(7) **Computer and Technology Expenses.** You will need to buy an iPad, and a desktop/laptop, and a printer to run the necessary software for the Franchised Business. The software you will need includes our proprietary software RADS, MailChimp (or similar program), QuickBooks, and Microsoft Office. Before you open your Franchised Business, you must pay our affiliate a fee of $1,995 as an initial licensing and set-up fee for the propriety software, RADS. Either we, or one our affiliates, will help set up your software and help integrate programs such as QuickBooks and MailChimp into RADS. The fee for this service will be $2,000. This line item includes the licensing fees for 3-4 months. The high end of the estimate also includes a course in how to use QuickBooks for those not familiar with that program.

(8) **Utilities.** You will have to obtain utilities for your Franchised Business, such as electric, garbage, water, internet, telephone and security. The estimate is of the utility cost for 3 months and any initial deposit that is required.

(9) **Grand Opening Marketing.** Starting 4 weeks before the Franchised Business opens, and continuing for 3-5 weeks thereafter, you must spend at least $15,000 on advertising and marketing to promote the Franchised Business. For example, expenses may include putting up banners at your store front, setting up social media accounts, doing direct mail campaigns, and hosting a grand opening event. We may request that you submit your initial launch/grand opening marketing plan to us for review and approval.

(10) **Local Marketing Expenditure.** Throughout the term of your Franchise Agreement, you must spend at least $12,000 per year on local marketing. This line item represents the initial spend on local marketing as you first open (in addition to the Grand Opening advertising).

(11) **Inventory to Begin Operating.** You will need to buy, from us or our affiliate, an opening inventory of products to sell at your retail store before opening. The opening inventory will cost between $40,000 and $80,000, depending on exactly what products and quantities of products you order.

(12) **Business Licenses, Permits, and FFL License.** You will have to obtain those business licenses and permits that are required in your location. In addition, since your retail store will be selling firearms, you must obtain and maintain a Type 01 Federal Firearms License.

(13) **Professional Fees.** You will likely have to retain an attorney and an accountant when evaluating the franchise offer and to establish your Franchised Business.

(11) **Insurance.** You will be required to maintain the following insurance during the term of your Franchise Agreement:

- Public/General Liability Coverage. Comprehensive coverage of $1 million per occurrence, $2 million aggregate limit and $100,000 damage to rented premises per occurrence.

- Personal Injury Coverage. $5,000 per person medical benefits.

- Personal and Advertising Injury. $1 million.

- Property Damage Coverage (Replacement Cost). All perils coverage to personal property contained in the location as well as outside (i.e., landscaping, signage, etc.). 100% of the full replacement cost. The amount will vary from franchisee to franchisee, but the minimum coverage is $200,000 or the investment you made in leasehold improvements, furniture, equipment, inventory, signage, etc.

- Employee Dishonesty. $10,000 for one loss.

- Cyber Liability Coverage. $250,000 for all first and third-party data breaches including identity theft, ransomware and data response/crisis management expenses.

- Umbrella Coverage. $1,000,000 per occurrence.

- Vehicle Coverage. Coverage for any vehicles used in the Franchised Business – whether owned or non-owned. $1 million combined single limit per accident. You must also follow state requirements for underinsured or uninsured coverage.

- Business Interruption Coverage. Insurance to recover lost income for up to 6 months in the event the Franchised Business is unable to operate.

- Workman's Compensation. The minimum as required by the state in which the Franchise Business is located.

(13) **Additional Funds:** We estimate (without making any warranty) that the initial period will be 3 months. You will need to have on hand sufficient additional capital to pay rent, cover salaries for your employees and for yourself. The estimate given is the amount of additional funds, in excess of revenues, we estimate you will need to cover these expenses during this initial phase. This estimate is based on the experience of RBO, who has over 10 years of experience operating a business similar to the one you will operate. We recommend that you have access to additional funds to those described above to cover your living expenses and an amount to cover debt service payments and taxes, until the business generates a positive cash flow.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers and Specifications: Except as listed below, neither we, nor any of our affiliates, currently require you to purchase or lease any goods, services, supplies, FF&E, inventory, computer hardware or software, real estate, or comparable items related to establishing or operating the Franchised Business either from us, our designees, or suppliers approved by us, or under our specifications.

You must comply with all of our mandatory standards, methods, policies, products, procedures, techniques, standards and specifications for your Franchised Business that we prescribe in the Operations Manual, Standards or other written or electronic communications, including offering the outdoor expeditions that are marketed as part of the System, the core products that all franchisees must sell through their retail shops, point of sale and membership management systems, transaction processing and accounting platforms, software, telephone systems and other items that meet or exceed our standards.

Some or all of those products and services may have to be purchased from us, our affiliates, our designees, or suppliers approved by us. We or our affiliates may be the only approved supplier for products and services.

We take pride in offering high-quality products and services to the Rolling Bones members and customers. We have carefully reviewed and vetted all vendors of outdoor adventures that are offered through the Franchised Business and the products sold in the retail store. We must approve all items and services that you will offer through your Franchised Business. Though the

core products and services offerings are the same at all Franchised Businesses, in addition optional products approved by us may be carried, at your option.

The Franchised Businesses includes offering a membership program with several different levels. You are required to sell memberships through your Franchised Business and may be required to provide offers and events as part of the membership program to the members of your Franchised Business. We have not yet developed gift card or loyalty programs, but if we do, you would also be required to participate in those.

You must license the RADS software from our affiliate, RADSLLC. It provides your Franchised Business with a customized platform to sell memberships, gear and adventures, manage clients, and interact with us. This software will be paid for with an initial payment as well as through a monthly service fee. Currently, the monthly fee is $500, plus $25 per Adventure Advisor from your Franchised Business. You must further implement the specific software that we require in the Operations Manual. Several of our officers - Brian Mehmen, Lynley Mehmen, Bradly Dana, Jonathan Angler, Henry "Al" Jones, and Noel Erickson own varying interests in our affiliates Rolling Bones Outfitters, Inc., Badlands Rifle Company, LLC and RADSLLC.

You must also purchase the insurance coverage we require. During the term of the Franchise Agreement, you must comply with all insurance requirements of any lease, mortgage, or deed of trust covering the Franchised Business as well as all of our insurance requirements. We require you to carry the following insurance:

- Public/general liability coverage. Comprehensive coverage of $1 million per occurrence, $2 million aggregate limit and $100,000 damage to rented premises per occurrence.

- Personal injury coverage. $5,000 per person medical benefits.

- Personal and advertising injury. $1 million.

- Property damage coverage (replacement cost). All perils coverage to personal property contained in the location as well as outside (i.e., landscaping, signage, etc.). 100% of the full replacement cost. The amount will vary from franchisee to franchisee, but the minimum coverage is $200,000 or the investment you made in leasehold improvements, furniture, equipment, inventory, signage, etc.

- Employee dishonesty. $10,000 for one loss.

- Cyber Liability Coverage. $250,000 for all first and third-party data breaches including identity theft, ransomware and data response/crisis management expenses.

- Umbrella coverage. $1,000,000 per occurrence.

- Vehicle coverage. Coverage for any vehicles used in the Franchised Business – whether owned or non-owned. $1 million combined single limit per accident. You must also follow state requirements for underinsured or uninsured coverage.

- Business interruption coverage. Insurance to recover lost income for up to 6 months in the event the Franchised Business is unable to operate.

- Workman's Compensation. The minimum as required by the state in which the Franchise Business is located.

We also have specifications for signage, furniture, fixtures and equipment you need to buy before opening your Franchised Business, as well as supplies used in the operation of the Franchised Business, but currently you can buy those types of items and products from any vendor, as long as they meet our specifications.

We estimate that 90-95% of your initial purchases and 85-95% of your ongoing purchase of products and services will be purchased either from us, our affiliates, our designees, supplier approved by us, or under our specifications.

Alternative Suppliers and Alternative Products or Services: Though our standards are high, we allow you to submit requests for alternative suppliers, and alternative products and services. You must obtain our approval to purchase any alternative products or services by submitting a written request to us with all applicable information, specifications or samples we may require. The same applies if you wish to purchase a product or service from an alternative supplier than the supplier we have approved for a product or service. In each case we may charge a fee for the review. Currently, the fee is $750 plus our actual cost of the testing and research required to evaluate the product or services. The fee is intended to cover our expenses incurred in the review of the alternative product or service, or the alternative supplier. The fee is payable to us at the time you submit the request for approval for the product or service (with any balance due against invoice). Within a reasonable time (our goal is 30 days or less, but we have up to 90 days), we will notify you whether the alternative product or service, or supplier, is approved. We do not issue particular specifications and standards to Franchisees for approving alternative suppliers, products or services and we do not make such criteria available to franchisees. If we revoke the approval of an alternative supplier, product, or service, you will be notified of the revocation in a manner we deem appropriate. Applications for approval are reviewed on a case-by-case basis.

Relationship Between Us and Approved Suppliers: In the future, we may negotiate product and service purchase terms with vendors for the benefit of all Rolling Bones locations, franchised as well as company owned. We do not currently provide any material benefits to a franchisee based on a franchisee's purchase of any particular or services or use of particular suppliers. As part of those negotiations, it is possible that we will receive rebates or other material consideration from the vendor related to required purchases made by our franchisees. We may choose to pass such rebates on to the Brand Development Fund, or directly to you, but are not required to do so.

We do not charge you a royalty but instead mark up the cost of the inventory you purchase from us and our affiliates. Since we only started franchising in 2024 we did not receive any rebates from approved vendors based on franchisee purchases made in 2023 and neither we, nor our affiliates had any revenue from required purchases or leases of products or services by franchisees.

Currently there are no purchasing or distribution cooperatives for the Rolling Bones franchise system.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in agreement[(1)]	Disclosure document item
a.	Site selection and acquisition/lease	FA §§2.2, 2.3, 2.5, 2.6, 5.1, 5.2	5, 6, 7 & 11
b.	Pre-opening purchases/leases	FA §§5.2, 5.3, 5.8	7 & 8
c.	Site development and other pre-opening requirements	FA §§5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 7.1, 7.2	6, 7 & 11
d.	Initial and ongoing training	FA §§, 7.2, 7.3, 7.4, 7.5	6, 7, 11 & 15
e.	Opening	FA §§5.7, 5.8	7 & 11
f.	Fees	FA §§2.6, 3.2, 4.1, 4.2, 4.3, 5.4, 5.9, 7.2, 7.3, 7.4, 7.5, 7.8, 7.14, 7.15, 7.20, 7.23, 8.1.D, 8.3, 9.2, 9.3, 10.4, 12.4, 12.5, 13.7, 13.8, 15.1, 15.2, 15.3, 16.3, 19.1.B, 19.6 §§2 & 4 of Covenant Agreement.	5, 6, 7 & 11
g.	Compliance with standards and policies/operating manual	FA §§2.1, 4.2, 5.3, 5.4, 5.6, 5.8, 7.1, 7.2, 7.5, 7.6, 7.7, 7.8. 7.9, 7.10, 7.11, 7.16, 7.20, 7.25, 8.1, 8.2, 8.7, 9.1, 10.1, 11.5, 11.6, 12.1, 12.5, 14.1.D	8, 11, 14 & 16
h.	Trademarks and proprietary information	FA §§7.25, 7.26, 8.1, 11, 15.1	13 & 14
i.	Restrictions on products/services offered	FA §§2.2, 2.3, 7.5, 7.9, 8.1, 8.2	8 &16

Obligation		Section in agreement[(1)]	Disclosure document item
j.	Warranty and customer service requirements	None	None
k.	Territorial development and sales quotas	None	12
l.	Ongoing product/service purchases	FA §§7.6 & 8.1	8
m.	Maintenance, appearance, and remodeling requirements	FA §§7.10, 7.11	8 & 11
n.	Insurance	FA §§12.1, 12.2, 12.3, 12.4	6, 7 & 11
o.	Advertising	FA §§4.1.B, 7.25, 8.1, 8.7, 9.	6, 7, 8 & 11
p.	Indemnification	FA §§12.5	6, 17
q.	Owner participation/ management/staffing	FA §§ 7.2, 7.3, 7.4, 7.5	11 & 15
r.	Records and reports	FA §§7.7, 10.1, 10.2, 10.3 10.4, 15.3	6 & 11
s.	Inspections and audits	FA §§8.3, 10.4	6 & 11
t.	Transfer	FA §13	6, 15 & 17
u.	Renewal	FA §§3.2, 3.3	6
v.	Post-termination obligations	FA §§11.2, 11.4, 11.12.B, 15, §2 of Covenant Agreement	6, 11, 14 & 17
w.	Non-competition covenants	FA §§11.8, 11.12 and Covenant Agreement	17

Obligation	Section in agreement(1)	Disclosure document item
x. Dispute Resolution	FA §§19	17
y. Owner's Guaranty/Owner's Acknowledgement	FA §§11.7, Owner's Acknowledgement, Franchisee Guaranty	1

Notes:

(1) References to the Franchise Agreement are marked "FA."

Item 10

FINANCING

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

Item 11

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

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

Pre-Opening Site Selection Obligations

Before you open your business, we will provide you with the following assistance:

Site Location and Acceptance: We will provide you with our criteria for your site and location. You have to submit a proposed site to us for acceptance within 90 days of signing your Franchise Agreement, and within the same time frame you must sign a lease. Choosing the right location for your Franchised Business is perhaps one of the most important decisions you will make. Since it is your obligation to locate a site and negotiate the lease or purchase of the site, we require that you work with a commercial broker to help find your proposed site. In the future we may require the use of a broker. Although we will provide you with our site selection criteria, these criteria should be seen as minimum requirements. Our approval of a site is confirmation that it satisfies a set of generally applicable guidelines that align with our brand and our business model, but is not a reflection on the likely performance of that location. Some of the factors we consider when choosing whether or not to approve a site include location, size, suitability, layout,

access and visibility, proximity to other businesses, location and nature of competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, and parking convenience. We and our affiliates generally do not own or lease premises to our franchisees, but if we do, we may sublease the space to you and make a profit on the sublease.

If you have not submitted your site application to us before signing the Franchise Agreement you will sign Exhibit D of Franchise Agreement – the Site to Be Determined Addendum. You will have 90 days from the date of the Franchise Agreement to submit the application and to sign a lease. In practice, you should select a site a significant amount of time before the 90-day deadline, as you must leave enough time for us to review and approve the site, and for you to negotiate and sign the lease. It is also possible that we do not approve of the site you initially submit, and you will have to find a new site. We then have 10 business days after we have received all required information to approve or disapprove of the proposed site. (Franchise Agreement, see § 5.1) If the site is not approved you can submit an alternative site for our review. We are not required to consider more than two site applications for your Franchised Business. If the second site is also not accepted by us, we have the right to terminate the Franchise Agreement.

If you and we have not yet agreed on a general area for your Franchised Business when you and we sign the Franchise Agreement, we will sign a "Site to be Determined" addendum to the Franchise Agreement in which we will together decide the time frame within which you and we must specify the general area in which you must find a site and how long you will have after that to propose a specific site.

If for some reason you are not able to acquire the site we initially approve for your Franchised Business you may submit an alternative site within 60 days of when you first inform us that the previously approved site is not available to submit the replacement site application. We then have 60 days to approve or disapprove of your proposed alternative site. We charge a $5,000 non-refundable fee for the replacement site application.

You should also be mindful of the construction-related deadlines in the Franchise Agreement. It contains deadlines for finishing construction that are tied to the effective date of the Franchise Agreement. You must complete your conversion or construction work and be opened for business within 90 days of us approving your lease. (Franchise Agreement, Section 5.4) If you believe you will not be able to meet this deadline, you can request up to 2 30-day extensions of the construction completion deadline for a fee of $5,000 each. It is in our discretion whether to grant the extension. (Franchise Agreement, Section 5.4)

Lease Review: An Addendum to Lease is included as Exhibit H to the Franchise Agreement. It gives us certain rights with respect to your lease. You must either enter into the Addendum to Lease with your landlord, or the terms of the Addendum to Lease must be incorporated into your lease. You must submit your lease for us to approval in enough time so that we can review it within 90 days of the effective date of the Franchise Agreement. Our review of your lease is only to ensure that it meets the requirements set forth in the Franchise Agreement, including in the Addendum to Lease. It is up to you to negotiate the terms of your lease. We do not typically own the site that you will operate your Franchised Business from, but may do so in the future. If you own the land on which the Franchised Business will be located, you do not need to execute the Addendum to Lease.

Plans and Specifications: We will not provide you with the layout for your Franchised Business but will provide you with the design requirements for your Franchised Business. You

will then work with your chosen designer, architect and engineer to construct or remodel your Approved Location to those standards. You must submit information to us about your chosen general contractor. You must also submit your architectural plans to us for our review and approval. (Franchise Agreement, Section 5.3) Our review of any plans that you submit is to ensure compliance with System standards and does not mean that the plans are consistent with local laws and ordinances. You must always make sure that your approved location and the premises of your Franchised Business comply with local ordinances and business codes. You must also ensure that you obtain the required permits for the build-out of your premises. You are responsible for all costs associated with the design of your Franchised Business.

Constructing, Remodeling, and Decorating: We will provide you with our design requirements and build-out specifications for your Franchised Business, and information about any required furniture, fixture and equipment (such as signage, millwork, and lighting). It is up to you to find a licensed (if required) and insured contractor to help you with the construction or remodeling and decorating of your Franchised Business and you are responsible for the related costs. (Franchise Agreement, see § 5.9, 8.1 B) Before you open the pro shop that you will operate at the Approved Location we will need to approve the construction/remodeling of the Franchised Business. (Franchise Agreement, see § 5.8)

Other Pre-Opening Obligations

Before you open your business, we will:

1. Provide booking agency and POS software. (Franchise Agreement, § 7.16)

2. Provide access to all training courses and information about approved suppliers. (Franchise Agreement, § 6.1 C and D)

3. Provide social media support (for a fee). (Franchise Agreement, § 4.1 F.)

4. Provide you via our Website or otherwise with a copy of our Operations Manual. (Franchise Agreement § 6.1.C)

5. Provide a list of standards for equipment, uniforms, computer systems, point of sale and membership management systems, transaction processing and accounting platforms, software, telephones and other items which you must use in your Franchised Business. (Franchise Agreement § 6.1.C)

6. Provide you with information about the necessary furniture, fixtures and equipment for Franchised Businesses, required signage, opening inventory and supplies, but it is your responsibility to procure all such items. In some cases, we will provide you the names of approved vendors that you can (or must) purchase these items from, in other instances we will only provide you brand names or required specifications. You will have to make all the purchases yourself, and if installation is required, take care of the installation yourself. We are not required to provide you with equipment, signs, fixtures and opening inventory and we do not deliver or install any of them. (Franchise Agreement – § 6.1.C).

7. Provide you (if you are an individual) or one of your owners (if you are an entity) and your manager with those required training courses, programs and materials as we deem appropriate. The training will be conducted at the locations and times as we may designate. We will provide the initial training course without cost to for up to 2 persons,

except that you will be responsible for paying the travel, living and meal expenses and salaries for the persons attending the training classes. (Franchise Agreement, §§ 6.1.D and 7.2)

8. Approve or disapprove all advertising, signage, written communications, electronic or web-based materials and promotional plans, and other materials displaying our Proprietary Marks that we have not prepared or previously approved. (Franchise Agreement – § 9.1).

9. Upon reasonable request, we will consult with and advise you at our home office concerning the construction and operation of the Franchised Business. (Franchise Agreement – § 6.1. B).

10. Approve your insurance certificates with the additional insured parties named per the insurance requirements specified in the Franchise Agreement (Franchise Agreement – § 12.1).

Opening of Your Business

Franchisees are expected to open their Franchised Businesses within 5 or 6 months from signing the Franchise Agreement. The factors that affect this time are required build outs, lease negotiations, location identification, and state and city signage regulations.

Obligations During Operation of the Franchise

During the operation of the Franchised Business, we will:

1. Support you with digital marketing, print marketing, and social media marketing services, which we will update monthly. (Franchise Agreement, § 4.1.F.)

2. Provide you with ongoing consultation in the operation of your business. This may include, for example, sales support, Provide support for Adventure Advisors and agencies to address client, advisor, vendor, and outfitter concerns. (Franchise Agreement, § 6.1.B)

3. Provide ongoing mandatory and optional training. (Franchise Agreement, § 6.1.D.)

4. Give you access to our Operations Manual. (Franchise Agreement, § 6.1.C.)

5. Provide support for Adventure Advisors and agencies with an internal team that addresses all client, advisor, vendor, and outfitter concerns, and assists with other operational issues that may arise (there may be a fee charged). (Franchise Agreement, §7.4 and 7.23)

6. We may, at our sole discretion, from time to time make suggestions regarding your product and services pricing. You may decide whether or not to follow those suggestions, but in most jurisdictions we have the right to set minimum and maximum product and service prices, and, where permitted, you must honor those minimum and maximum prices. You may also not offer coupons, discounts, gift cards, gift certificates, loyalty programs, mobile applications, online ordering capabilities and similar promotions without our prior approval in writing. (Franchise Agreement – § 8.7). (Also see Item 16).

Advertising Program

While we are not required to do so, we expect to undertake different activities to promote the Rolling Bones brand. We may prepare marketing and advertising materials in-house or by outside agencies, both national and regional. We are not required to spend any amount on advertising in the area that your Franchised Business will be located in, but our management team promotes the Rolling Bones Outdoors brand in several ways that is not mandated in the Franchise Agreement.

For example, Brian Mehmen and Brad Dana currently host a podcast, called "Hunt the World." They also publish a quarterly newspaper – "No Boundaries" featuring articles on past and upcoming adventures, advice and reminders on preparation for hunting seasons, conservation reports, specials on adventures and gear, and features on adventures and outfitters. They also publish an annual catalog, and maintain a website with information about adventures, the membership program, and links to other promotional materials, such as the podcast and newspaper.

We currently have three internal departments for advertising: Digital and print, Search Engine Optimization, and social media. We currently provide local regional and national advertising. At this time, you cannot advertise on your own, without requesting our approval. (Franchise Agreement, §§9.1, 9.3). At this time there are no advertising cooperatives, though we reserve the right to start them, and require your participation. (Franchise Agreement, see §9.7).

Local Advertising, Websites and Social Media:

To facilitate your local marketing and advertising, we plan to prepare pre-approved strategies, including copy and graphic design. All other advertising, marketing, and publicity materials you use must first be approved by us. You must submit to us for our review and approval any materials not already approved by us. This includes all such materials, no matter what the medium (e.g. print, digital, social media, and mobile apps). You must at all times comply with our instructions regarding the use of advertising materials, including modifying or ceasing the use of those materials, whether or not we previously prepared or approved the materials. We will try to let you know within 5 business days of when you submit advertising materials whether it has been approved or disapproved, but there is no time limit in the Franchise Agreement for how soon we need to let you know our decision.

Starting 4 weeks before the Franchised Business opens, and continuing for 3-5 weeks thereafter, you must spend at least $15,000 on advertising and marketing to promote the Franchised Business. We may request that you submit your initial launch/grand opening marketing plan to us for review and approval.

We will maintain a website for the System, and you may not maintain your own website for your Franchised Business. We will, however, provide you with a subpage on the System website. We encourage you to develop a local presence through social media. While we will own the social media accounts, you will have administrative access to the accounts for your Franchised Business and be able to post to the accounts and manage them. Any online or digital presence, such as social media (for example Facebook, Instagram, X, and YouTube) and mobile applications, is subject to our social media policy and our general requirements about marketing and advertising. The social media policy will include provisions both regarding content and design, but also management of your accounts, and may require that we are either the owners of those accounts or have co-administrative rights to the accounts.

Your marketing activities should be focused on your Protected Store Territory. If you want to market outside of your Protected Store Territory, you will need to obtain our consent first.

Brand Development Fund

We will establish a Brand Development Fund as soon as we sell our first franchise. All franchisees in the U.S. will contribute to the Brand Development Fund, and if we or our affiliates open locations within the U.S. we and/or our affiliates may also contribute. We and our affiliates may or may not contribute on the same basis as franchisees do. The Brand Development Fund contribution will not exceed $2,000 per month. Currently the Brand Development Fund contribution is $1,500 per month. We have the right to modify the amount of the Brand Development Fund contribution upon 30 days' notice to you. All franchisees must contribute to the Brand Development Fund at the same rate, and although if we or our affiliates conduct center sessions in the U.S. we and our affiliates are not required to contribute to the Brand Development Fund, we may do so at our own discretion. (Franchise Agreement, see §9.4)

We will administer the Brand Development Fund. The Brand Development Fund is not a trust, but we will account for the Brand Development Fund separately from our other funds and will not use the Brand Development Fund to defray any of our general operating expenses, except for costs, salaries, travel expenses, administrative costs, overhead and other similar expenses that we incur in activities reasonably related to the administration of the Brand Development Fund. The Brand Development Fund will not be audited, but we will prepare an annual statement of monies collected and costs incurred by the Brand Development Fund and will furnish it to you upon written request. (Franchise Agreement, see §9.4)

We will direct all marketing programs financed by the Brand Development Fund and have sole discretion over the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the marketing programs. We may, for example, use the Brand Development Fund to pay for the cost of preparing and producing video, audio and written advertising materials, blogs, product and adventure catalogues, magazines and newspapers, and blogs; administering local, regional, multi-regional and national advertising programs, including purchasing direct mail and other media advertising; employing advertising, public relations and media buying agencies to assist in these activities; supporting PR, market research and other advertising and marketing activities; and constructing and maintaining a website, and social media and mobile marketing accounts used to promote our marketing programs. There is no promise or guarantee that the Brand Development Fund will be spent pro rata in our franchisees' territories. (Franchise Agreement, see §9.4)

As the Brand Development Fund will not be established until later this year, we did not have any Brand Development Funds to spend in the last fiscal year. (Franchise Agreement, see §9.4)

We have the right to spend more or less than the total annual contributions to the Brand Development Fund in the fiscal year the contributions accrued. If we spend less than the total annual contributions we may cause the surplus to be invested for future use by the Brand Development Fund. Interest earned on any monies contributed to the Brand Development Fund will be used to pay advertising costs of the Brand Development Fund. We are not required to provide you with any accounting on how the surplus was spent, though such spending would be part of the annual statement. (Franchise Agreement, see §9.4)

We have not spent any percentage of the fund principally to solicit new franchise sales.

Computer Systems

You will have to purchase your own computer to operate our software which will cost approximately $9,694 - $12,024. We require you to use typical software products, such as Microsoft Office and QuickBooks, but you will also need software such as EZ Arms (to maintain manifest of retail gun sales), BAND (group communication), and our proprietary software RADS. These are our current requirements, and they may change over the term of your Franchise Agreement.

You will have to license our proprietary RADS software from us or RADSLLC. Currently RADS provides franchisees with an automated and integrated customized platform to: (i) sell and track memberships, gear and adventure sales; manage its members and other clients; interact and communicate with members, clients and with us. RADS is integrated with QuickBooks and other required third-party software to track inventory, sales, payments and commissions paid to franchisees and the Adventure Advisors. The Software License Agreement you will have to sign is attached as **Exhibit L**. The initial fee for RADS is $1,995 (included in the above estimate), and the current monthly fee is $500, plus $25 per month per Adventure Advisor that works for you.

There is some additional software that you will also be required to obtain, including Band and EZ Arms. Band is a communication app for groups. It is currently free of charge. EZ Arms is an electronic FFL bound book software product which we require you to use. The license fee for EZ Arms is $396 if billed annually, or $39 if billed monthly. Since you will be selling firearms you will also be required to maintain an approved surveillance/security system at your Franchised Business. Currently, we require you to use Vivint. The cost for Vivint will depend on the number of cameras required for your Franchised Business, which will depend on its specific layout. We expect that you will pay between $50 and $125 per month for Vivint.

We will also charge you a Technology Fee of $300 per month for software and other technology-related products that we or our affiliates create, source, and maintain and for technology services we provide. These services and products currently include Qvinci, MailChimp, FranConnect, email addresses, online access to the Operations Manual, an Intranet, and website maintenance. We have the right to increase the Technology Fee up to a maximum amount. The current maximum amount is $450 per month, but we reserve the right to increase the maximum amount by 10% each year, to reflect changes in the cost of these products and services and also the scope of products and services that will be provided to you.

We will have independent access to all information and data of the POS system, with no contractual limitations. (Franchise Agreement, see §7.17)

Operations Manual

The table of contents of our Operations Manual is attached as **Exhibit F**. The manual has 252 pages.

Training Program

We recommend that, before participating in the formal, initial training program, you and your training participants familiarize yourselves on your own with the Operations Manual, with the RADS software platform, and make sure that you are familiar with QuickBooks. The formal, initial training program is a 9-day course held over 2 sessions, approximately 1 to 2 weeks apart. The

initial training program must be successfully completed no later than 2 weeks before the soft opening of the Franchised Business.

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-the-Job Training	Column 4 Location
History/Philosophy of Rolling Bones Outdoors	.5	0	Spearfish SD
Use of the Manual	.5	0	Spearfish SD
Pre-Opening Procedures	6	0	Spearfish SD
Marketing and Promotion	1.5	0	Spearfish SD
People Development	3	0	Spearfish SD
Sales/Recruiting Members	2	3	Spearfish SD
Daily Operating Procedures	2	6	Spearfish SD
Service Procedures	8	24	Spearfish SD
CRM/Insurance Procedures	2	2	Spearfish SD
Managing the Business	2	9.5	Spearfish SD
Totals	**27.5**	**44.5**	

The formal training will cover a multitude of topics, including the management services provided to you by us and our affiliates, interfacing with applications specialists, outdoor adventures offered by Rolling Bones Outdoors, products, suppliers, quality control, adventure booking procedures, back office services provided by us and our affiliates, ordering inventory, working with suppliers, using RADS, how to provide client services, sourcing and training Adventure Advisors, our culture and philosophies, day-to-day operations of your Franchised Business, marketing and promotion strategies, recordkeeping requirements, reporting requirements, staffing, and other administrative issues.

We will organize the initial training program on an as-needed basis so that you and other new franchisees can complete the training before you open your Franchised Business. Training may be conducted just for your team or may be combined with training for other new franchisees.

The training must be completed no later than two weeks and no earlier than four weeks before opening (Franchise Agreement, see §7.2)

The training will be held at our home office in Spearfish Dakota or at a local convention center.

We will use various training materials as part of the training, including the Operations Manual. The training will be provided by several people, but Brian Mehmen and Noel Erickson are in charge of the training program. Brian and Noel have both provided training classes to financial service advisors for over 30 years. They have also provided training to RBO's Adventure Advisors since the inception of RBO in 2011. Our other trainers will typically have 5 years' experience on the subject matter they teach.

At a minimum, one franchise owner and your designated manager must attend and successfully complete the initial training program. The training must be completed to our satisfaction. (Franchise Agreement, see §7.2)

The Initial Franchise Fee covers the initial training for 2 persons. If you want to send additional persons to training, if anyone needs to re-take the initial training because they did not successfully complete it, we will charge an additional training fee of $300 per person per day.

In addition to the initial training that you must complete before opening, we will send a representative to spend up to 3 days providing onsite assistance and additional training for you and your staff. This assistance will be scheduled to begin the day before your soft opening date.

If, during the term of the Franchise Agreement you hire a new designated manager for your Franchised Business, that person will have to successfully complete the initial training. The exact training that person will need to pass will depend on their existing skill set, experience and training they can receive from your other staff. We currently charge $300 per day for training the new designated manager.

In addition, Adventure Advisors must also complete a remote training course composed of 1-hour sessions over a twelve-week period.

We may, at our option, provide you with additional onsite training, if you request it or we require it. Currently, the charge for additional training and support is $400 per day, per trainer, plus their cost of travel and accommodation, though we may adjust the fee during the term of your Franchise Agreement. You may also request additional training at our locations. If we approve it, currently the fee will be $300 per day.

We will offer periodic mandatory and optional additional and refresher training programs for you, your Owners, and Operating Principal. Mandatory refresher training is limited to 5 days per year. Refresher and additional training may be offered at any location designated by us or may also be held virtually. The training may be offered in person, at locations designated by us, or virtually. We may charge a reasonable fee for attending these training programs, intended to off-set our cost of the programs. You will also be responsible for all costs incurred by your attendees, such as travel and accommodation.

We also have the right to require that you and your Owners attend a national business meeting or annual convention for our franchisees. We may charge a registration fee for attending.

You will also be responsible for all costs incurred by your attendees, such as travel and accommodation.

No matter if it's the initial training, or any additional training provided during the term of your Franchise Agreement, you are always responsible for the travel, accommodation, meals, and salaries of the persons attending training.

Franchisees, designated managers, managers and adventure advisors will be required to participate in up to five days of ongoing training or meetings per year. (Franchise Agreement, see §7.4)

Item 12

TERRITORY

Protected Store Territory: You will operate your Franchised Business out of a specific location that must be approved by us. We will grant you a protected area for your Franchised Business (**"Protected Store Territory"**). The Protected Store Territory for your Franchised Business may be defined in different ways, either as a radius, or based on the population in your area. You and we will agree on the Protected Store Territory for your Franchised Location. The size of your Protected Store Territory will vary depending on the area you are locating your Franchised Business in. If your Franchised Business is in a suburban area that is not very densely populated the Protected Store Territory will have a radius of 20 miles. If your Franchised Business will be in a more densely populated area, such as in a city, then the Protected Store Territory will have a smaller radius, as little as 1 mile. You and we can also agree to a Protected Store Territory that is not defined by a radius but instead focused on the population size. In that situation, your Protected Store Territory will contain a population of at least 30,000. The Protected Store Territory excludes certain types of locations (**"Non-Traditional Venues"**). Non-Traditional Venues include enclosed shopping centers and malls. You and other franchisees may recruit Adventure Advisors anywhere in the U.S., so other franchisees may have Adventure Advisors that work out of your Protected Store Territory, just like you may have Adventure Advisors in the Protected Store Territory of other franchisees.

Your Rights in the Protected Store Territory and Limitations: There are certain limitations to your Protected Store Territory rights and your rights are not exclusive. 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 we control. Provided you are not in default, generally we will not open our own Rolling Bones Locations or license our affiliates or any other franchisees to operate Franchised Businesses in your Protected Store Territory. But, this protection excludes franchised businesses in Non-Traditional Venues, and we and other Rolling Bones franchisees also have the right to market and advertise in your Protected Store Territory and to sell products and services to customers in the Protected Store Territory, as well as form relationships with Adventure Advisors. Also, we and our affiliates may use other channels of distribution (such as wholesale, sales through grocery stores, other retail stores, Internet, catalog sales, telemarketing, other direct marketing sales, and at temporary locations and events) to distribute our products in your Protected Store Territory, and if we develop another brand, units of that brand may operate in your Protected Store Territory or distribute products or services in your Protected Store Territory. Neither we, nor our affiliates or other franchisees owe you any compensation for such sales in your Protected Store Territory, but you also do not owe

us or other franchisees any compensation if you service customers outside of your Protected Store Territory.

You do not need to meet any minimum sales requirements to maintain your territorial rights. We will not change your Protected Store Territory as long as you are not in default under your Franchise Agreement, though we have the right to adjust the territory upon renewal of the Franchise Agreement.

Though we currently have no plans to do so, we reserve the right to market, sell, and license others to market and sell, similar products and services to those offered by your Franchised Business in your Protected Store Territory, as long as they are offered under a different trademark.

Online and Offsite Sales: You may also be approved by us to offer other offsite sales at specific locations, for example at events, or in more or less permanent satellite locations. Any such offsite sales must follow our then current standards and rules for such services. There is no guarantee that the same location will be approved on a continued basis.

Relocation, No Right of First Refusal, and How to Obtain Right to Open Additional Locations: You are not allowed to relocate your Franchised Business, or open any additional locations, in the Protected Store Territory without first obtaining our written consent, which we may withhold at our discretion. Given the cost we will incur in connection with approving and supporting a relocation, if your relocation is approved, we will charge you a relocation fee of 25% of the then current Initial Franchise Fee, for the relocation. The Franchise Agreement you sign with us is for one Franchised Business only, operated out of the approved location. It doesn't grant you any right of first refusal. If you want to open more than one location you must apply to us for a franchise agreement for the additional location(s). We will evaluate your application the same as we evaluate all franchise application at that time.

Item 13

TRADEMARKS

You will have the nonexclusive right and license to operate your Franchised Business under the following principal trademarks, service marks, names, logos and commercial symbols ("**Proprietary Marks**") which have been licensed to us by RBO, our parent under a Trademark License Agreement.

The following Proprietary Marks are registered in the United States Patent and Trademark Office ("USPTO"), and all required affidavits have been filed for the Proprietary Marks:

Mark	Registration Number	Registration Date	Principal or Supplemental Register of USPTO
Rolling Bones Outdoors	7303260	February 13, 2024	Principal

Mark	Registration Number	Registration Date	Principal or Supplemental Register of USPTO
Rolling Bones	7350958	April 9, 2024	Principal

Effective December 1, 2024 we entered into a Trademark Licensing Agreement with RADSLLC permitting us to use, and to license our franchisee to use, the Proprietary Marks. Under the terms of the Trademark License Agreement, we have a right for 50 years to use, and to sublicense to our franchisees, the Proprietary Marks. Upon termination or expiration of the Trademark License Agreement franchisees can continue using the Proprietary Marks until the expiration or termination of the then current term of their Franchise Agreements (without any right of renewal or extension). There are no other agreements currently in effect which would significantly limit our right to use or license the use of our marks in a manner material to the franchise.

We claim common law rights to our designs, logos and trade dress items including color schemes and appearance, but there have not been judicial determinations of the existence, validity, or extent of our rights. We claim and intend to rely on common-law trade secret and unfair competition, and copyright protection of materials and information you are granted the right to use under the Franchise Agreement.

You must follow our rules when you use these marks. You cannot use a name or mark as part of your corporate names or with modifying words, designs or symbols, except for those which we license you to use. You cannot use any mark in connection with the performance or sale of any unauthorized services or products or in any manner we have not expressly authorized in writing.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administration of any state, or of any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation involving the principal trademark.

We intend to take reasonable steps to preserve and protect our ownership of the marks and their validity. We are not obligated to protect any rights granted to you to use the trademarks or to protect you against claims of infringement or unfair competition regarding the trademarks and have no obligation to notify you of use of, or claims of rights to, a trademark identical to or confusingly similar to the Proprietary Marks. Nevertheless, it may be in our best interest to do so.

You must notify us immediately when you learn about an infringement of, or challenge to, your use of the trademarks. We will take the action we think is appropriate. You must cooperate fully in prosecuting, defending, or settling any litigation involving the trademarks, including being named as a party in the action at our request. We will undertake the defense of the litigation and will bear the costs of the litigation, except for the costs of any legal counsel separately retained by you. If we require you to modify a trademark that we have previously required you to use, we will pay for your actual, direct out-of-pocket expenses associated with the removal of the old trademark and its replacement.

We do not know of any superior prior rights, or infringing uses that could materially affect your use of our principal marks. You must modify or discontinue the use of a trademark if we modify or discontinue the use of a trademark as a result of a proceeding or settlement. You also must not directly or indirectly contest our right to our trademarks, trade secrets, or business techniques that are part of our business. You must maintain the confidentiality of the Operations Manual and any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in the manuals.

There are no agreements currently in effect which significantly limit our right to use or license the use of our marks in a manner material to the franchise.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents are material to the franchise.

We claim copyrights in the Operations Manual, software, advertising material, and related items used in operating the franchise. We are not obligated to take any action to protect our copyrighted materials, but will respond to this information as we think appropriate.

The Operations Manual and other materials we provide to you contain our confidential and proprietary information. Certain information about the operation of the Franchised Business including the standards, methods, procedures and specifications of the System, including the contents of the Operations Manual, is derived from information we disclose to you and all that information is of a proprietary and confidential nature and our trade secret ("**Confidential Information**"). You (if you are an individual) and each of your Owners (if you are an entity), officers, directors, members, partners, manager, employees and agents must maintain the absolute confidentiality of all Confidential Information both during the term of your Franchise Agreement and after its termination or expiration and may use that Confidential Information only to the extent necessary to operate the Franchised Business. You cannot disclose that Confidential Information for any reason, except to your Owners, officers, directors, members, partners, managers, employees and agents only to the extent necessary for the operation of the Franchised Business. You must sign, and shall cause all persons receiving the Confidential Information to sign, the Confidentiality Agreement attached as Exhibit F. You cannot use any Confidential Information in any other business or in any other manner or obtain any benefit from it not specifically approved in writing by us during the term of your Franchise Agreement or afterwards. You may not use our Confidential Information in an unauthorized manner and must take all reasonable steps to prevent its disclosure to others. You must promptly tell us when you learn about unauthorized use of our confidential and proprietary information.

[Remainder of page intentionally left blank]

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You do not need to personally participate in the direct operation of the business, though we strongly encourage it. You must provide direct on-premises supervision via a general manager. All designated managers must successfully complete our training program, but we don't otherwise limit who you may hire as a supervisor. Your designated manager will have to devote their full-time effort in managing and operating the Franchised Business and we require that the general manager enter into a confidentiality agreement to maintain confidential information and trade secrets. We also require that the designated manager own at least a 20% equity interest in your franchisee business entity.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved.

Except as explained below, you must offer all goods and services that we designate as required for all franchisees, and may not offer or sell any other goods or services. Required goods and services include the outdoor adventure trips offered as part of the System, and the outdoor, camping and hunting gear approved for sale in your retail store. Currently, in the retail store we require that you sell a core list of products, with other optional products that you can carry. You are prohibited from selling any products at wholesale.

Any activities held outside your approved location must meet our standards and you will not be permitted to provide any outside services unless approved by us. Such activities could include shooting courses or participating in an outdoors show or county fairs.

You have the right to request the use of alternative products or suppliers, and the franchisor will have the obligation to consider such requests. However, you will be required to pay us a fee of $750 plus any out-of-pocket expenses we incur to cover the cost of any research, due diligence or testing we undertake in the process of evaluating or approving new products or suppliers. We have up to 90 days to conduct the evaluation and provide a decision on the product or supplier.

We have the right to add additional goods or services that you are required to offer. There are no limits on our right to do so.

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.

Franchise Agreement

Need the table to flow with headings on each page

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§3.1	10 years
b. Renewal or extension of the term	§3.2	2 terms of 5 years each
c. Requirements for franchisee to renew or extend	§3.2	You must: notify us within 12 months (but not more than 24 months) before the agreement expires of your request for a successor agreement; not be in default under the agreement; be current on all payments to us, our affiliates, and your suppliers; be in compliance with our training requirements; renovate the Location to our then-current standards; have the right to remain in possession of the Location or have found substitute premises; be able to maintain all licenses and permits; sign our then current form of franchise agreement for successor franchisees; pay us a successor agreement fee; and you and your guarantors must sign a general release. Further, you may be asked to sign a Franchise Agreement with materially different terms and conditions than your original contract.
d. Termination by franchisee	Not Applicable	Franchisee may terminate the Franchise Agreement under any grounds permitted by law.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with	§§14.1.B - D	We can terminate only if you default.

Provision		Section in franchise or other agreement	Summary
	cause		
g.	Cause defined – curable defaults	§§14.1.D, 8.3	You generally have 10 days to cure nonpayment of fees and 30 days to cure failure to submit reports, provide information, and maintain our standards or any other default not specified in Section 14. If you fail an inspection for any health or safety reason, we have the right to require that you temporarily close all or part of your Location until the dangers to health and safety have been remedied.
h.	Cause defined – non-curable defaults	§§14.1.B and 14.1.C	Non-curable defaults: failure to maintain necessary licensing related to firearms, suppressors, or related items and ammunitions, sale of such products in violation of applicable law, timely begin construction of the Location, timely submit a site application, timely complete construction of the Location, timely open the Location, cease operating or abandon the Location, forfeit the right to do business where the Location is located, conviction of felony, unapproved transfers, improper use or disclosure of confidential information, false reporting or submissions to us, under-reporting Gross Revenues, repeated defaults even if cured, entry of judgment against you which remains unsatisfied for 30 days, levy against your business or Location, action brought to foreclose lien or mortgage against the Location premises or equipment which is not dismissed in 30 days, or you become insolvent, a receiver is appointed to take possession of your business or Location, you make a general assignment for the benefit of your creditors, you engage in public conduct that reflects materially and unfavorably upon the System, or the goodwill associated with the Marks, or you are in default under any other Franchise Agreement or other agreement with us or our affiliates which is not curable, or, if the default is curable, you have not cured the default within the cure period, or bankruptcy, or you are in default in paying

Provision	Section in franchise or other agreement	Summary
		any monies to your landlord or to any supplier under the normal payment terms and conditions of the landlord or the supplier and you do not cure such default and satisfy us that such default is cured within 30 days after receiving notice from us to cure the same.
i. Franchisee's obligations on termination/non-renewal	§15	Cease operating the Location; discontinue use of the Marks and advertising; complete de-identification as our Franchisee; transfer telephone numbers and social media accounts to us; deliver all materials and documents for the Location to us; modification and alteration of Location; cease using the System and Manual; remove any sign that has our distinctive shape, color and/or design; allow us, at our option, to purge at your cost all your usable materials bearing the marks; sell to us at fair market value your office equipment, furniture, fixtures, and movable signs to us, and sell your inventory of products to us at the lower of their fair market value and the wholesale price as reflected on your point of sale system (the price paid will be discounted for any discontinued or incomplete sets of product and any vendor restocking charges on returned products, and we may also off-set amounts you owe to us, including damages due to the termination of your Franchise Agreement); promptly pay all amounts due us including the liquidated damages set forth in Section 15; and maintain and preserve your financial and other records and make them available for our inspection. If we give you notice, sell the assets of the Location to us or our assignee. See State Addenda.
j. Assignment of contract by franchisor	§13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§§1.2.AAA and 13	Transfer means voluntary or involuntary direct or indirect assignment, sale, gift or other transfer of your Franchise Agreement or any of your rights or obligations as a Franchisee (your "Franchised Interest"), including (i) the

Provision	Section in franchise or other agreement	Summary
		transfer of ownership of your stock, partnership or limited liability company ownership interest; (ii) merger, reorganization, consolidation or issuances of additional securities representing a direct or indirect interest in your Franchised Interest of Location; (iii) sale of more than a 50% interest in your Franchised Interest; (iv) transfer of a Franchised Interest in a divorce, insolvency, corporate partnership dissolution or otherwise; (v) transfer of a Franchised Interest by will, trust or intestate succession; (vi) change in ownership or otherwise; (vii) any change in trustee or beneficial owner of a trust (if the trust is a Franchisee or has more than a 50% interest in the Franchised Interest); or (viii) any pledge, hypothecation or encumbrance of any Franchised Interest as security for an obligation.
l. Franchisor approval of transfer by franchisee	§13.2	You may not transfer your Agreement, your franchise, or any ownership interest in the franchise, the Location or a substantial portion of the Location's assets, without our consent.
m. Conditions for franchisor approval of transfer	§§ 13.3, 13.4, 13.6, 13.7, 13.8, 13.9, 13.10	For most transfers, we require the transferee to meet our criteria for new franchisees, the transferee owners must sign a guarantee, you must pay a transfer fee, all your monetary obligations must be satisfied, you and your owners must release us from claims and you must agree to continue to be liable for the operation of the Franchised Business before the transfer. If the transfer results in a change of control of the franchisee or the Franchised Business the transferee will have to sign our then current form of franchise agreement for the reminder of the term of your Franchise Agreement, the location will have to be upgraded to meet our then current standards for new Franchised Businesses, and that the transferee and at least one of its owners completes those training programs we require to our satisfaction. For some transfers we do not require the

Provision	Section in franchise or other agreement	Summary
		transferees to submit a new franchisee application, even though the other transfer requirements apply. This is the case if (1) you sign the Franchise Agreement as an individual, and wish to transfer it to a corporation, partnership or limited liability company that you maintain your same ownership interest in, (2) you are a corporation, partnership or limited liability company, you may transfer an aggregate of up to 25% of your outstanding voting ownership interests to your employees who are actively engaged in the operations of the Location, or (3) you wish to transfer ownership by public or private offering. We may withhold the consent in our sole discretion in the case of a public offering, and for a private offering will not unreasonably withhold it. For sales of securities or other interests by public or private offering, we may grant or deny approval based on whatever we deem to be in our best interests. The grant of a security interest in any of the assets of the Franchised Business, including the Franchise Agreement, require our consent. We will require your lender to enter into an agreement with us regulating what will happen in the event of a default under the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	§13.5	Any transfer of ownership, other than from you (if you are an individual) to a corporation, partnership or limited liability company owned by you, is subject to our right of first refusal. A sale of your assets is also subject to our right of first refusal. We have the option for 30 days following our receipt of notice of transfer to exercise our right. We can purchase the ownership interest in Franchisee on the same terms as those offered by you to the third party.
o. Franchisor's option to purchase franchisee's business	§§14.3, 15.1.I	Upon termination for any reason of the Franchise Agreement, we have the option for 30 days following the termination or expiration to purchase your assets at a price determined by 1 appraiser selected by us (though you may select a second

Provision	Section in franchise or other agreement	Summary
		appraiser at your expense, and if their evaluations are more than 10% apart, you will pay for a third appraiser to determine the final price). We also have the rights within 60 days following our receipt of your inventory list following termination or expiration of the Franchise Agreement, to purchase at fair market value, your supplies, FF&E, signage, inventory, and other materials bearing the Proprietary Marks.
p. Death or disability of franchisee	§§13.6, 13.7	If you die or become incapacitated (and you are personally the Franchisee or the owner of more than 50% of the Franchisee), your executor or other legally appointed personal representative must appoint, within 30 days, an approved management company to operate the Location. Pending the appointment and subject to legal formalities, we can manage the Location. Your executor or other legally appointed personal representative must also transfer all your interests to a third party within 1 year. With our consent, your estate or legally appointed personal representative may transfer all your interest to your spouse, parent, sibling, direct descendant or spouse's direct descendant.
q. Non-competition covenants during the term of the franchise	§§7.9, 11.12.A	You cannot use the Location premises for any purpose or activity except to operate the Franchised Business and you cannot use it to promote any competing business. During the term of the Franchise Agreement you may not compete with us by being associated with any business providing products and services similar to a System Location or Franchised Business, no matter where located. This includes not offering or selling hunts and adventures offered by our vendors and outfitters, other than through your Franchised Business.
r. Non-competition covenants after the franchise is terminated or	§11.12. B	For 2 years after any transfer, expiration, or termination of the Franchise Agreement, anywhere in your Protected Territory or the Protected Territory of any

Provision	Section in franchise or other agreement	Summary
expires		other System Location. The definition of what is a Competing Business is the same as for the in-term covenant not to compete.
s. Modification of the agreement	§20.1	No modifications unless in writing signed by you and one of our officers. However, our Manual is subject to change at our discretion.
t. Integration/merger clause	§20.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement are not enforceable.
u. Dispute resolution by arbitration or mediation	§19.1	A dispute would first be referred to mediation. The mediation will take place in the county and state where we have our principal place of business, using a mediator agreed upon between us.
v. Choice of forum	§19.3	Subject to applicable state law, litigation must be in any state court of general jurisdiction in the county or state, or in the U.S. District Court for the district, in which we have our principal place of business. You will submit to the jurisdiction of those courts. See State Addenda.
w. Choice of law	§20.2	South Dakota law applies (subject to applicable state law). See State Addenda.

There are state specific addenda attached as **Exhibits C, E and G** for the states of California, Hawaii, Illinois, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia and Washington. The Michigan Addendum is attached following the state cover page.

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document.

Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about your 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 Brian Mehmen at 1-605-644-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1

Systemwide Outlet Summary For Years 2022 to 2024[(1)]

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	1	1	0
	2023	1	1	0
	2024	1	1	0

(1) We only started offering franchises as of the effective date of this FDD.

Table 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2022 to 2024[(1)]

Column 1	Column 2	Column 3

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

(1) We only started offering franchises as of the effective date of this FDD.

Table 3

Status of Franchised Outlets
For Years 2022 to 2024[(1)]

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of the Year
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

(1) We only started offering franchises as of the effective date of this FDD.

Table 4

Status of Company-Owned Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
South Dakota	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table 5

Projected Openings As Of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company – Owned Outlets in the Next Fiscal Year
Iowa	0	1	0
Minnesota	0	1	0
Oklahoma	0	1	0
South Dakota	0	1	0
Utah	0	2	0
Total	0	6	0

[Remainder of page intentionally left blank]

Item 21
FINANCIAL STATEMENTS

Our audited opening balance sheet as of December 31, 2024 is attached to this Franchise Disclosure Document as **Exhibit I**. If required by state law, unaudited financial statements of a more recent date are also attached as part of Exhibit I. The franchisor has not been in business for three years or more and cannot include all the financial statements required by the FTC Franchise Rule for its last three fiscal years. The franchisor's fiscal year ends on December 31st.

ITEM 22

CONTRACTS

The following agreements are attached to this Franchise Disclosure Document:

(a) Franchise Agreement - **Exhibit D**
(b) State specific Amendments to Franchise Agreement for franchisees in Illinois, Maryland, Minnesota, New York, North Dakota and Washington - **Exhibit E**
(c) Confidentiality Agreement **Exhibit J**
(d) General Release - **Exhibit K**
(e) RADS Software License Agreement – **Exhibit L**

ITEM 23

RECEIPTS

The last 2 pages of this Disclosure Document are receipt pages (**Exhibit N**). Please date and sign both copies immediately upon receipt. Detach the last page and return to us promptly upon execution. Retain the other copy of the receipt page for your records.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

State Administrators

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws.

California

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

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
State of Hawaii
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2744

Illinois

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

Indiana

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

Maryland

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

Michigan

Franchise Unit
State of Michigan
Department of Attorney General
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48909
(517) 373-7117

Minnesota

Minnesota Department of Commerce
Franchise Section
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

New York

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

North Dakota

North Dakota Securities Department
State of North Dakota
Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
State of Oregon
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

Rhode Island

Division of Securities
State of Rhode Island
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222-3048

South Dakota

Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

State Corporation Commission
Division of Securities & Retail Franchising
Commonwealth of Virginia
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
State of Washington
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8738

Wisconsin

Division of Securities
Department of Financial Institutions
Wisconsin Commissioner of Securities
P.O. Box 1768
Madison, Wisconsin 53701-1768
(608) 266-8559

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

AGENTS AUTHORIZED TO RECEIVE SERVICE OF PROCESS, BY STATE

California

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

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
State of Hawaii
335 Merchant Street
Room 204
Honolulu, Hawaii 96813

Illinois

Office of Attorney General
State of Illinois
500 South Second Street
Springfield, IL 62706

Indiana

Secretary of State
State of Indiana
201 State House
200 W. Washington St.
Indianapolis, IN 46204

Maryland

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

Michigan

Michigan Department of Commerce
Corporation & Securities Bureau
6546 Mercantile Way
Lansing, MI 48909

Minnesota

Commissioner of Commerce
Minnesota Department of Commerce
Franchise Section
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York

Secretary of State
State of New York
41 State Street
Albany, NY 12231

North Dakota

Securities Commissioner
State of North Dakota
5th Floor
600 East Boulevard Ave.
Bismarck, ND 58505-0510

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
State of Oregon
350 Winter Street, N.E., Room 21
Portland, OR 97310

Rhode Island

Director of Business Regulation
Department of Business Regulation
Division of Securities
State of Rhode Island
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota

Franchise Administration
Division of Securities
Department of Revenue and Regulation
State of South Dakota
118 West Capitol Avenue
Pierre, SD 57501-2000

Virginia

Clerk of the State Corporation Commission
Commonwealth of Virginia
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington

Director of Financial Institutions
Securities Division
State of Washington
150 Israel Rd., S.W.
Olympia, WA 98501

Wisconsin

Commissioner of Securities
Wisconsin Securities Commission
345 W. Washington Ave., 4th Floor
Madison, WI 53703

EXHIBIT C

STATE ADDENDA TO FDD

MULTI-STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
(FOR THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI)

This Addendum pertains to franchises sold in the state that have adopted as law the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements (the "SOP") and is for the purpose of complying with the statutes and regulations of such states. For franchises sold in such states, this franchise disclosure document is amended by adding the following section at the end of Item 9:

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of a franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires application of the laws of South Dakota. This provision may not be enforceable under California law.

Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your Franchise Agreement.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

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

Section 19.4 of the Franchise Agreement limits the statute of limitations to 1 year from the date the complaining party knew of facts giving rise to the claim, or 2 years after the date of the first act or omission giving rise to the alleged liability or obligation. This provision is void to the extent it is inconsistent with the provisions of Corporations Code 31303- 31304. Corporations Code Section 31512 provides that "Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order is void."

OUR WEBSITE IS WWW.ROLLINGBONES.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL

PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No release language set forth in the Franchise Agreement shall relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

1. Item 17 of the Franchise Disclosure Document is amended by the addition of the following language at the beginning thereof:

"Notice Required By Law

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 - 705/20."

2. The provisions of the Illinois Franchise Disclosure Act of 1987 (the "Act") shall supersede any provisions of the Franchise Agreement or South Dakota law which are in conflict with the Act.

3. The provisions of Section 27 of the Act supersede the provisions of Section 19.4 of the Franchise Agreement that set a limitation period of the earlier of 1 year from the time that franchisee knew of the facts resulting in the liability or obligation, or 2 years from the date of the act or omission giving rise to the liability or obligation, to the extent that claims are brought under Section 26 of the Act.

4. Nothing in Section 20.2 of the Franchise Agreement waives any rights you may have under Section 41 of the Illinois Franchise Disclosure Act of 1987.

5. The provisions of Section 4 of the Act supersede Section 19.3 of the Franchise Agreement which provides for venue in a forum outside of Illinois.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

1. **[Item 5 of the Franchise Disclosure Document, entitled "Initial Franchise Fee", is amended to disclose that the Initial Fee and other initial payments are due and payable on the date your Franchised Business opens for business.]**

2. Item 17.c ("Requirements for franchisee to renew or extend") and Item 17.m ("Conditions for franchisor approval of transfer") of the Franchise Disclosure Document are amended to provide that "The requirement that you provide a general release of all claims against us in order to renew or transfer your franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

3. Item 17.g ("Cause defined – curable defaults") of the Franchise Disclosure Document is amended to provide that "Termination upon filing of a bankruptcy petition against you or any shareholder may not be enforceable under federal bankruptcy law."

4. Item 17.v ("Choice of forum") in the Franchise Disclosure Document is amended to provide that "Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. Nothing in the Franchise Disclosure Document or in the Franchise Agreement, is intended to nor shall act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Act.

6. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. Item 17.t ("Integration/merger clause"), summary column, is amended by deleting the last sentence and substituting the following:

> "However, nothing in the Franchise Agreement or any related agreement is intended to disclaim, or require you to waive reliance on, any representations we made in the Franchise Disclosure Documents or its exhibits that we furnished to you."

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document and/or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

1. The Minnesota cover page is amended to add the following statements:

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

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

2. The following language is added to Item 13 of the Franchise Disclosure Document and Section 12.5 of the Franchise Agreement:

"The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

3. Item 17 of the Franchise Disclosure Document and Section 14.1 of the Franchise Agreement are amended as follows:

> "With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement."

4. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

5. Item 17 of the Franchise Disclosure Document is amended to add the following and the following language will appear at the end of Section 19.3 of any Franchise Agreement issued in the State of Minnesota:

> "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by laws of the jurisdiction."

6. Minn. Rule 2860.4400J prohibits waiver of a jury trial. Accordingly, Item 17 of the Franchise Disclosure Document and Section 19.3 of the Franchise Agreement are amended as follows:

> "Nothing contained herein shall limited Franchisee's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4400J."

7. Item 17 of the Franchise Disclosure Document and Section 19.3 of the Franchise Agreement are amended as follows:

> "Nothing contained herein shall limited Franchisee's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4407J."

8. These states have statutes which limit the franchisor's ability to restrict your activity after the Franchise Agreement has ended: California Business and Professions Code Section 16,600, Florida Statutes Section 542.33, Michigan Compiled Laws Section 445.771 *et seq*., Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, Washington Code Section 19.86.030. Other states have court decisions limiting the franchisor's ability to restrict your activity after the Franchise Agreement has ended.

9. A provision in the Franchise Agreement which terminates the franchise upon bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.

10. Franchisor will protect the Franchisee's right granted hereby to use the Marks or will indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Marks.

11. Section 19.4 of the Franchise Agreement is amended by adding the following:

"Any claims pursuant to Minn. Stat. Sec. 80C.17 may be commenced within the time period provided in Minn. Stat. Sec. 80C.17, subd. 5."

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NEW YORK FRANCHISE LAW

1. The cover page of the Franchise Disclosure Document is amended to add the following statement:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 of the Franchise Disclosure Document is amended by deleting the last paragraph and substituting the following:

"Neither we, our predecessor, nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. Moreover, there are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency.

D. Is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

3. Item 4 of the Franchise Disclosure Document is amended by deleting the last paragraph and substituting the following:

"Neither we, our affiliate, our predecessor nor our officers during the 10 year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership."

4. Item 5 of the Franchise Disclosure Document is amended by adding the following to the subsection entitled "Initial Franchise Fee":

"The Company will use the Initial Fee to cover its costs associated with fulfilling its obligations under the Franchise Agreement and to cover other overhead costs and expenses."

5. Item 17 of the Franchise Disclosure Document is amended by deleting the first paragraph and substituting the following:

"THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THESE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT."

6. Item 17 of the Franchise Disclosure Document is further amended by adding the following statement to the summary column (d) entitled "Termination by Franchisee":

"Franchisee can terminate upon any grounds available by law."

7. Item 17 of the Franchise Disclosure Document is further amended by adding the following statement to the summary column (w) indicating the choice of law:

"The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by the General Business Law of the State of New York."

8. The following language is added to Item 17 in the Summary section of provision (c), entitled "Requirements for Franchisee to Renew or Extend", and to Summary section of provision (m), entitled "Conditions for Franchisor Approval of Transfer":

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

FRANCHISOR REPRESENTATION

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE LAW

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1995). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE RHODE ISLAND FRANCHISE DISCLOSURE ACT

Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by the laws of 1991, provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISE ACT

The following paragraph is added at the end of Item 17:

Virginia has a statute which may supercede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: Virginia [Code 13.1-557 to 574]. Under §13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington.

1. If any of the provisions in the Franchise Disclosure Document, Franchise Agreement, or Area Development Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document, Franchise Agreement, or Area Development Agreement with regard to any franchises sold in Washington.

2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

3. The State of Washington's policy pursuant to its Administrative Regulations pertaining to releases is as follows:

> A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. Item 17 is amended to add the following:

> "These states have statutes which limit the franchisor's ability to restrict your activity after the Franchise Agreement has ended: California Business and Professions Code Section 16,600, Florida Statutes Section 542.33, Michigan Compiled Laws Section 445.771 *et seq.,* Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, Washington Code Section 19.86.030. Other states have court decisions limiting the franchisor's ability to restrict your activity after the Franchise Agreement has ended.

A provision in the Franchise Agreement which terminates the franchise upon bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.

The following states have statutes which restrict or prohibit the imposition of liquidated damage provisions: California [Civil Code Section 1671], Indiana [1C 23-2-2.7-1(10)], Minnesota [Rule 2860.4400J], South Dakota [Civil Law 53-9-5]. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions."

5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

6. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

EXHIBIT D

FRANCHISEE AGREEMENT, INCLUDING OWNER'S GUARANTY

EXHIBIT D

RBO AGENCY & ADVISORY, INC.

ROLLING BONES OUTDOORS
FRANCHISE AGREEMENT

Franchise #_____

FRANCHISE AGREEMENT

SUMMARY PAGES

EFFECTIVE DATE:	_____
FRANCHISEE(S):	_____
ADDRESS FOR NOTICES:	_____
	_____
TELEPHONE NUMBER:	_____
E-MAIL ADDRESS:	_____
SITE SELECTION AREA:	**(if applicable)** _____
APPROVED LOCATION:	_____
INITIAL FRANCHISE FEE:	$40,000
BRAND DEVELOPMENT FUND CONTRIBUTION:	Currently, $1,500 per month. Amount is subject to change
GRAND OPENING ADVERTISING PROMOTION SPEND:	$15,000
COMMISSION PORTION:	50% of Commissions, up to $1,500 per Booking 50% of Initial Membership Fees 60% of Membership Renewal Fees
SCHEDULED EXPIRATION DATE:	On the 10th anniversary from the Effective Date.
FRANCHISOR'S ADDRESS FOR NOTICE:	2735 1st Avenue, Unit 109 Spearfish, South Dakota 57783 ATTN: President

_____ _____

Franchisor Initial Franchisee Initial

RBO Agency & Advisory, Inc.
a South Dakota Corporation

FRANCHISE AGREEMENT

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I State Addenda (if applicable)

RBO AGENCY & ADVISORY, INC.
Franchise Agreement

THIS FRANCHISE AGREEMENT (**"Agreement"**) is made and entered into at Spearfish, South Dakota, on _____, 20__ (**"Effective Date"**), by and between **RBO Agency & Advisory, Inc.**, a South Dakota corporation (**"Franchisor"**), and _____ (**"Franchisee"**), whose principal business address is _____, _____.

RECITALS

A. Franchisor has developed and owns a concept and distinctive system for the design, decor, establishment, operation, and image of a business combining an outdoor expedition booking agency, hunting application management, and a front end retail store for hunting, fishing and outdoor gear under the Proprietary Marks utilizing certain Trade Secrets, as more particularly described in Section 1.2 hereof.

B. Franchisee desires to establish and operate a Rolling Bones Outdoors Franchised Business under the System (as hereinafter defined) and wishes to obtain a franchise license from Franchisor for that purpose.

C. Franchisee recognizes the benefits to be derived from being identified with, and franchised to use, the System. Franchisee understands and acknowledges the importance of operating the business franchised hereunder in strict conformity with Franchisor's standards and specifications in order to enhance public acceptance of, and demand for, all System Locations.

D. Franchisor is relying upon the business skill, financial capacity, and character of Franchisee and its principals, and the guarantee of Franchisee's obligations by its principals, if applicable, as attached to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the promises contained herein, the parties agree as follows:

Article 1. REPRESENTATIONS.

1.1 **Representations**. As a material inducement for Franchisor to enter this Agreement, Franchisee represents and warrants to Franchisor as follows:

A. **Understanding Acceptance**. Franchisee has read this Agreement and Franchisor's franchise disclosure document and fully understands and accepts the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of quality and service and the uniformity of those standards at each Franchised Business in order to protect and preserve the goodwill of the System and Proprietary Marks.

B. **Independent Investigations**. Franchisee has conducted an independent investigation of the business contemplated by this Agreement. Franchisee recognizes that the nature of the business conducted by Franchisor

may evolve and change over time; that an investment in a Rolling Bones Outdoors Franchised Business involves business risks which have been considered by Franchisee; and that the success of the venture depends primarily upon Franchisee's business ability and efforts.

C. **No Guarantees**. Franchisee has not received or relied upon any guarantee, expressed or implied, about the revenues, profits, or success of the business venture contemplated by this Agreement.

D. **No Representations by Franchisor or Others**. No representations have been made by Franchisor, its Affiliates, or by their respective members, managers, officers, employees, directors, and/or agents, and Franchisee has not relied on any representations that are contrary to or not contained in the terms contained in this Agreement.

E. **Representative Capacity**. In all of their dealings with Franchisee, the members, managers, officers, employees, directors, and/or agents of Franchisor act only in a representative capacity, not in an individual capacity, and that this Agreement and all business dealings between Franchisee and such individuals as a result of this Agreement are solely between Franchisee and Franchisor.

F. **Franchisee Information**. All information contained in the application made by Franchisee to Franchisor is true, correct, and complete. Franchisee has made no incorrect statement in the application or failed to make any statement that would be necessary to make the statements in the application not misleading.

1.2 **Definitions.** The definitions applicable throughout this Agreement are set forth below:

A. **"Adventure" or "Adventures**" means planned hunting, fishing and other outdoor trips, travel or expeditions, for a customer, booked through an outdoor outfitter, travel or expedition company or other service provider, previously approved by, and included on, the RBO Website, or otherwise approved by Franchisor prior to the time of booking by Franchisee or Franchisee's Adventure Advisor.

B. **"Adventure Advisor"** means an individual hired or contracted by Franchisee to solicit customers to book Adventures for the Franchised Business and the sale of new, or renewal of existing in the Rolling Bones Membership Program, and sale of other services and goods offered by the Franchised Business.

C. **"Affiliate"** means with respect to a person (including any legal person), (**i**) a person (including any legal person) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person; and (**ii**) any parent, spouse, lineal descendant or adopted child of such person, any spouse or adopted child of any such descendant or any child of such spouse, the executors, administrators, conservators or personal representatives of any such person or any person referred to in this clause (**ii**) and

any person which, directly or indirectly, is owned or controlled by one or more of the persons referred to in this clause (**ii**).

D. **"Agreement"** means this Franchise Agreement as more particularly set forth in the introductory paragraph hereof.

E. "**Alternative Products & Services**" has the meaning set forth in Section 8.1.D.

F. "**Alternative Suppliers**" has the meaning set forth in Section 8.1.D.

G. **"Anti-Terrorism Laws"** means the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., or any Executive Orders or regulations promulgated thereunder (including Executive Order 13224 of September 24, 2001 Blocking Location and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and the Specially Designated Nationals and Blocked Persons List).

H. **"Approved Location"** means the street address set forth on **Exhibit A** hereto.

I. **"Approved Products & Services"** has the meaning set forth in Section 8.1.C.

J. **"Approved Suppliers"** has the meaning set forth in Section 8.1.C.

K. **"Booking"** means the booking by the Franchised Business, and/or by such Franchisee's Adventure Advisor(s) of an Adventure and other services on behalf of, or for a customer of the Franchised Business.

L. **"Brand Development Fund"** means the fund provided for in Section 9.4.

M. **"Brand Development Fund Fee"** means the contribution to the Brand Development Fund set forth in Section 4.1.B.

N. **"Change of Control"** means (**i**) the acquisition, directly or indirectly, in one transaction or a series of related transactions, by any person or affiliated group of the beneficial ownership of the ownership interest in Franchisee representing fifty percent (**50%**) or more of the equity interest in the Franchisee; (**ii**) any merger or consolidation of Franchisee other than a merger or consolidation where fifty one percent (**51%**) or more of the total combined voting power of all outstanding ownership interest of the surviving entity or the acquiring entity, as the case may be, shall be received by and/or held immediately after the consummation of such transaction by one or more holders of the outstanding ownership interest of Franchisee, immediately prior to such transaction; (**iii**) the sale, transfer, license or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of Franchisee to which this Agreement relates; or (**iv**) any agreement or other arrangement whereby by any person or affiliated group other than the holders of the outstanding ownership interest of Franchisee,

immediately prior to such agreement or arrangement obtains control of management and or day to day decisions.

O. **"Commission," or "Fee"** means the commission or fee received by Franchisor or its Affiliates from outfitters or third parties providing Adventures for the Bookings made by the Franchised Business or such Franchisee's Adventure Advisors and the fees received by RBO paid by any customer of Franchisee for the sale of an initial Membership, or the renewal of an existing Membership originated through the Franchisee.

P. **"Competing Business", "Competing Businesses"** means any hunting, fishing and other outdoor adventure business with a booking agency or system and/or retail store, whether brick and mortar store or online, and/or any business engaged in any manner in the management of hunting licenses or permits of customers of the Franchised Business or the retail sales of hunting, fishing and outdoor adventure apparel and gear, or any combination thereof, whether such activities constitute all or part of such business or businesses.

Q. **"Controlling Interest"** means more than 50% of the voting interest in an entity, or such other agreements, contracts, ownership rights, voting interest that allows the party or holder thereof to control significant decisions in such entity.

R. "**Designated Manager**" the full-time employee selected by the Franchisee, as set forth herein that is designated, on a full-time basis, to supervise the day-to-day affairs and manage the Franchised Business, the Approved Location and its employees, and has completed the necessary training and makes the required investment commitment to acquire (through years of service or direct purchase or a combination thereof) an equity and other economic interest in the Franchised Business, subject to Franchisor approval and as may be modified by Franchisor from time to time.

S. **"FF&E"** means fixtures, equipment, furnishings, furniture, telephone systems, computer systems, reservation systems, signs, supplies and other items used in the operation of the Franchised Business.

T. **"Franchised Business"** means the Rolling Bones Outdoors business franchised to and developed and operated by Franchisee under this Agreement.

U. "**Franchise Dispute**" or "**Franchise Disputes**" has the meaning set forth in Article 19.1.

V. **"Franchisee"** has the meaning set forth in the introductory paragraph of this Agreement.

W. **"Franchised Interests"** has the meaning set forth in Section 13.2.

X. **"Franchisee Portion"** has the meaning set forth in Section 4.3.

Y. **"Franchisor"** has the meaning set forth in the introductory paragraph of this Agreement.

Z. **"Gross Revenues"** means revenues attributable to or derived from the operation of the Franchised Business, including, but not limited to, retail sale of goods, travel, and services at the Location or online, through Franchisee's Adventure Advisors, as well as optional add-on and ancillary services and products provided to customers through, or in connection with the Franchised Business, including barter and credit transactions (before commissions and discounts for credit cards), whether collected or not collected, proceeds from any business interruption insurance or other loss of income insurance applicable to loss of revenues, but excluding sales taxes, or any other taxes collected by Franchisee from customers for transmittal to appropriate taxing authorities. Gross Revenues shall be accounted for in accordance with the accounting procedures set forth in the Manual from time to time. Revenue from the sale of gift cards is excluded from Gross Revenues, but the redemption of gift cards is included.

AA. **"Incapacitated"** or **"Incapacity"** means, in the reasonable opinion of Franchisor or in the opinion of a licensed physician, qualified to make such opinion, of the inability of Franchisee, or its majority Owner if Franchisee is an entity, to operate the Franchised Business in the ordinary course of business for thirty (**30**) days or more in any consecutive ninety (**90**) day period.

BB. **"Indemnitees"** means collectively Franchisor and its members, shareholders, other equity owners, its affiliated companies, and each of their respective owners, managers, agents, representatives, officers, directors, employees, partners, and other Affiliates.

CC. **"Initial Franchise Fee"** means the fee due upon execution and delivery of this Agreement as provided in **Article 4**.

DD. **"Innocent Loss or Casualty"** means that the Location has been destroyed or materially damaged by fire, flood, or other natural catastrophe and not at the fault or negligence of Franchisee as determined under the terms of the Lease or finance documents with respect to the Location.

EE. **"IP Owner"** means Franchisor, Rolling Bones Access Data Suites, LLC, a South Dakota limited liability company, RBO, or Brian Mehmen and/or Lynley Mehmen or their respective Affiliates.

FF. **"Location"** means the premises at the Approved Location from which Franchisee operates the Franchised Business under this Agreement. The Location comprises all structures, facilities, appurtenances, FF&E, and entry, exit, parking and other areas located on, or that are part of, the site of the Approved Location, as well as all real property rights thereto.

GG. **"Liquidated Damages"** means the damages to be paid by Franchisee pursuant to Section 15.2 for premature termination of this Agreement.

HH. **"Manual"** means, collectively, the operations manual and other System standards, manuals, and directions (whether in written, machine readable, electronic, or any other form), as they may be modified, amended or supplemented by Franchisor in its sole discretion, setting out the standards, methods, procedures, techniques and specifications of the System.

II. **"Member," "Members"** means a participant or participants in the Rolling Bones Membership Program offered through the RBO Website.

JJ. **"Membership Sale"** means the sale by the Franchised Business, and such Franchisee's Adventure Advisors, of new or renewal of existing Memberships in the Rolling Bones Membership Program.

KK. **"Non-Traditional Venue"** means any businesses of any sort that are enclosed shopping centers and malls.

LL. **"Online Presence"** means the Website, other websites, social media accounts, mobile applications, blogs, vlogs, or other media or online presence (in any form and in any medium now existing or later developed) including any individual franchisee online presence as permitted or required by Franchisor. Franchisor will determine the content and use of its Online Presence including establishing any rules and guidelines under which the Franchisee will participate in such Online Presence, which may be modified by Franchisor from time to time.

MM. **"Opening"** means the date on which the Location first opens for business.

NN. **"Operations Data"** has the meaning set forth in Section10.6.

OO. **"Owner(s)"** means the entities or persons listed on **Exhibit A**, or any other entity or person who is a direct or indirect owner of Franchisee.

PP. **"Payment"** or **"Payments"** has the meaning set forth in Section 4.2.

QQ. **"Products"** or **"Product"** means any product or service authorized to be offered and sold through the Franchised Business, including an outdoor, hunting, fishing and other outdoor adventure (as approved by Franchisor, from time to time) trip organized by any expedition booking agency, hunting, fishing and adventure and licensing application management, and hunting, fishing and outdoor gear and products, whether or not sold under or using the Proprietary Marks, event tickets, and other products and services as approved by Franchisor, from time to time.

RR. **"Proprietary Marks"** means the name "Rolling Bones Outdoors," "Rolling Bones," "RBO" and such names and any other trade names, service marks, trademarks, logos, emblems, or other indication of origin as are now or hereafter designated by Franchisor as part of the System.

SS. **"Protected Store Territory(s)"** has the meaning set forth in Section 2.2.

TT. **"Quality Audit Fee"** has the meaning set forth in Section 8.3.

UU. **"RBO"** means Rolling Bones Outfitters, Inc. a South Dakota corporation.

VV. **"Rolling Bones Membership Program"** means the Rolling Bones program providing one or more levels of membership.

WW. **"System"** means the method of operating an Adventure booking agency, together with hunting, fishing and adventure application management processes and procedures, and a retail store for hunting, fishing and outdoor gear, apparel and other products, under the Proprietary Marks licensed to Franchisee by Franchisor, including, but not limited to its trade dress and layouts, distinctive interior and exterior design, décor, color scheme, and furnishings; Proprietary Marks designated to be part of the System; standards, specifications, programs, methods and procedures for operations and quality control; training and assistance; and advertising, direct sales, and promotional programs developed by Franchisor for the operation of the System and System Locations; and methods, procedures, standards, specifications and other requirements as stated or referred to in this Agreement and from time to time in the Manual, or otherwise in writing by Franchisor, and designated as part of standards for the System. Franchisor may add, change, modify, withdraw, or otherwise revise any element of the System in its sole discretion.

XX. **"Systems Operations Data"** has the meaning set forth in Section 10.6.

YY. **"System Locations"** means the locations operated pursuant to the System, whether operated by Franchisor or its Affiliates, or by any franchisee.

ZZ. **"Trade Secrets"** means confidential information, including, without limitation: (**i**) proprietary products, formulas, guest and supplier lists, product specifications; (**ii**) methods of service and operations at System Locations; (**iii**) knowledge of sales and profit performance at any one or more System Locations; (**iv**) knowledge of test programs, concepts, or results relating to operating, new advertising and promotional programs; (**v**) sources of suppliers of products, services, and equipment; (**vi**) advertising, promotion, and marketing techniques; (**vii**) methods and information regarding the selection and training of managers and other employees and contractors for the Franchised Business; and (**viii**) the Manual.

AAA. **"Transfer by Franchisee"** means the voluntary, involuntary, direct or indirect assignment, sale, gift, or other transfer of any Franchised Interest, including, without limitation, the following events: (**i**) the transfer of ownership of the stock or partnership or limited liability company ownership interest of Franchisee; (**ii**) any merger, reorganization, consolidation, or issuance of additional securities representing a direct or indirect ownership interest in Franchisee or the Location; (**iii**) a Change of Control resulting from a single transaction or a related series of transactions; (**iv**) transfer of a Franchised Interest by declaration, division, or otherwise in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (**v**) transfer of a Franchised Interest in the event of Franchisee's death or the death of one of its Owners with a Controlling Interest, by will, declaration of or transfer in trust, or under the laws of intestate succession; (**vi**) any change in ownership or control of any or all of the Franchised Interest by sale, gift, assignment, or otherwise; (**vii**) if Franchisee or any Owner with a Controlling Interest is a trust, any change in the

trustees or the beneficial owners of the trust; or (**viii**) a pledge, hypothecation, or encumbrance of any Franchised Interest intended as security for an obligation.

BBB. **"Website"** means the Franchisor home pages and any other internet and web pages or sites established by Franchisor, including any individual Franchisee or Adventure Advisors webpages on such Websites permitted or required by Franchisor, and any Online Presence established by Franchisor or its Affiliates for the sale of Products.

Article 2. GRANT OF FRANCHISE LICENSE.

2.1 **Grant.** Subject to the terms and conditions of this Agreement, and to the continuous compliance by Franchisee with the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the nonexclusive right, and Franchisee undertakes the obligation, to operate a Franchised Business in accordance with Franchisor's standards and specifications, including the operational standards procedures and techniques as prescribed in the Manual, and to use the System (as it may be changed, improved, and further developed by Franchisor) and the Proprietary Marks in connection therewith.

2.2 **Approved Location.** Franchisee will operate the Franchised Business at, and only at, the Approved Location as specified on **Exhibit B**. If Franchisee's initial site application has not been approved at the time of this Agreement, **Exhibit B** shall be automatically amended to list the Approved Location upon the unconditional approval of the site application by Franchisor. Franchisor and Franchisor's members and managers and their respective Affiliates, are not restricted from using the System or engaging in or licensing any business activity including System Locations or other outdoor adventure booking agencies or outdoor gear retail stores at any other location, except as otherwise set forth in this **Article 2**.

A. **Protected Store Territory.** During the Term, Franchisor will not, without Franchisee's consent, and provided Franchisee is in full compliance with the terms and conditions of this Agreement, establish itself or through Affiliates, or grant a license or franchise to, or otherwise authorize, any other person or entity to establish a System Location using the System within Franchisee's Protected Store Territory as set forth in **Exhibit C**, attached hereto. The Protected Store Territory excludes Non-Traditional Venues, regardless of the proximity of such Non-Traditional Venues to the Approved Location, or the impact thereof on Franchisee's Location. If Franchisee is not in compliance with the terms and conditions of this Agreement, Franchisor shall be free to operate, directly or indirectly, or to authorize or license another person or entity to operate additional System Locations within the Protected Store Territory. The territorial protection granted in this Section only applies to the establishment of a Location in the Protected Store Territory, and that it does not prevent Franchisor, its Affiliates, or other franchisees from soliciting customers residing in the Protected Store Territory, soliciting or hiring Adventure Advisors residing in the Protected Store Territory, or marketing in the Protected Store Territory. Likewise, Franchisee may solicit customers, Adventure Advisors, and market in areas outside of the Protected Store Territory, including in the Protected Store Territories of other franchisees.

B. **Products.** Franchisee may offer and sell Products only: (**i**) from the Location, provided that Adventure Advisors may work out other locations, and further provided that any franchisee may provide services and Products to customers from any territory, including from such franchisee's Protected Store Territory of other franchisees; (**ii**) in accordance with the requirements of this Agreement and the procedures set forth in the Manual; and (**c**) to retail customers. Franchisee shall not offer or sell Products through any means other than those provided above, for example, Franchisee shall not offer or sell Products from satellite locations, temporary locations, by use of catalogs, or any Online Presence not pre-approved by Franchisor in writing, or through any other digital format or print media, without Franchisor's prior written approval. Franchisee shall not sell Products to retail establishments for re-sale, without Franchisor's prior written consent.

2.3 **Franchisor's Reserved Rights.** Except as otherwise expressly provided in this Agreement, Franchisor and all of its Affiliates (and its and their respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of its and their rights with respect to the Proprietary Marks and the System anywhere in the world, and the right to engage in any business whatsoever, including the right to:

A. Operate, and grant to others the right to operate franchised businesses under the Proprietary Marks from System Locations outside the Protected Store Territory at such locations and on such terms and conditions as Franchisor deems appropriate.

B. Develop, merchandise, offer, sell, and license others to sell products or services under the Proprietary Marks through other channels and methods of distribution including wholesale, retail stores, online, print catalogues, direct marketing media and any other outlets, and promote and sell products bearing the Marks at special events, athletic contests, through temporary locations and mobile units.

C. Acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with outdoor adventure booking agencies or outdoor gear retail stores located anywhere or business conducted anywhere. These transactions may include arrangements involving Competing Businesses or outlets and dual branding or brand conversions.

D. Sell themselves, their assets, the Proprietary Marks, its systems and/or the System to a third party; may go public; may engage in a private placement of some or all of their securities; may merge, acquire other corporations or entities, or be acquired by another corporation or entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring.

2.4 **No Claims for Changes.** With regard to any of the above transactions identified in Section 2.3, Franchisee and its Owners expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's name, the Proprietary Marks (or any variation thereof), the System

and/or the loss of being identified as a franchisee under this Agreement. If Franchisor assigns its rights in this Agreement, nothing will be deemed to require Franchisor to remain in the hunting and fishing booking agency with a front-end retail store or to offer or sell any products or services to Franchisee.

2.5 **Replacement Site.** Should the Approved Location not be acquired by Franchisee, Franchisee may submit a replacement site application and pay a non-refundable fee of Five Thousand Dollars and No Cents (**$5,000.00**) to Franchisor to cover the costs and expenses associated with the review of the alternative proposed site, including, but not limited to travel expenses to and from such site. Franchisee will have no more than 60 days from the date that Franchisee first communicated to Franchisor its intention to abandon development of the previously approved site to submit a replacement site application. Failure to do so may result in a termination of this Agreement and/or loss of Franchisee's right to develop a Location in the Protected Store Territory identified in **Exhibit C** hereto. Franchisor shall have sixty (**60**) days after receipt of the replacement site application and all other such information and materials required by Franchisor to approve or disapprove the replacement site application for any reason. If a replacement site application is submitted, it will be subject to the same terms and conditions stated above and will be approved or disapproved under the same terms and conditions described above. Franchisor shall have no obligation to consider more than two (**2**) site applications under this Agreement.

2.6 **Relocation.** Franchisee may relocate the Franchised Business from the Approved Location only with Franchisor's prior written consent. Franchisor will grant its consent if Franchisee's lease at the Approved Location expires or terminates through no fault of Franchisee, as a result of an Innocent Loss or Casualty and Franchisee is not in default under this Agreement or any other agreement between Franchisee and Franchisor. The new location must be open for business at the new location within ninety (**90**) days of closing at the previous Approved Location. The selection of the new location, its construction, and opening is subject to the same provisions of this Agreement as the site selection, construction, and opening of the original Location. Franchisee is solely responsible for all relocation costs and expenses and shall pay Franchisor a fee equal to twenty-five percent (25%) of the then current initial franchise fee to reimburse Franchisor for its reasonable attorneys' fees and other relocation-related costs and expenses, which fee will be payable within ten (**10**) days of Franchisor's approval of the new location.

Article 3. TERM

3.1 **Initial Term.** Unless sooner terminated or modified as hereinafter provided, the term of this Agreement shall be ten (**10**) years from the Effective Date and this Agreement will expire without notice on such date (the "**Term**").

3.2 **Successor Agreement**. Franchisee may be granted successor franchise rights for two (**2**) consecutive five (**5**) year terms if, at the end of each term, each of the following conditions has been satisfied:

A. **Intent to Renew**. Franchisee has notified Franchisor of its intent to renew the franchise at least ten (**10**) months (but no more than twenty-four (**24**) months before the then-current term expires.

B. **No Defaults**. Franchisee is not in default of any material provision of this Agreement or any successor franchise agreement (as applicable), and Franchisee has complied with the material terms and conditions of this Agreement or any successor franchise agreement (as applicable) throughout the term.

C. **No Outstanding Payables**. All amounts owed to Franchisor, its Affiliates, Franchisee's landlord, and third-party suppliers have been paid.

D. **Renovations**. The Location has been (or will be completed within the time frames as set by Franchisor in its sole discretion) renovated and refurbished so that it reflects Franchisor's then-current image, trade dress, equipment, and furnishings standards.

E. **Possession of Approved Location**. Franchisee has the right to remain in possession of the Location, or has secured a substitute location that Franchisor has approved.

F. **Execution of Current Agreement**. Franchisee executes Franchisor's then current form of franchise agreement.

G. **Successor Fee Paid**. Franchisee pays a successor agreement fee of equal to the then current successor agreement fee.

H. **Guarantee and Release**. Franchisee and each person who has guaranteed Franchisee's obligations under this Agreement signs a general release in a form Franchisor prescribes.

3.3 **Hold-Over.** If Franchisee continues to operate the Franchised Business with Franchisor's express or implied consent following the expiration of the Term, the continuation will be deemed to be a month-to-month extension of this Agreement, unless otherwise set forth in writing. All provisions of this Agreement will apply while Franchisee continues to operate the Franchised Business, and the term "Term" will include the month-to-month extension of this Agreement. This Agreement will then be terminable by either party on thirty (**30**) days' prior written notice to the other party, or such longer notice period as required by applicable law. For the avoidance of doubt, this provision does not apply in the case of Franchisee's continued operation of the Franchised Business after the Agreement has been terminated.

Article 4. FEES AND COMMISSIONS.

4.1 **Payment**. In consideration of the rights and license granted herein, Franchisee shall pay to Franchisor, the following Fees and Commissions:

A. **Initial Fee.** Upon the execution and delivery of this Agreement by Franchisee, Franchisee shall pay an Initial Franchise Fee in an amount equal to: (i) $_____. Franchisee acknowledges and agrees that such Initial

Franchise Fee is reasonable and has been fully earned and is nonrefundable in consideration of expenses incurred, rights granted, services rendered, and other valuable consideration, the receipt and sufficiency of which is acknowledged by Franchisee.

B. **Brand Development Fund Fee.** A Brand Development Fund Fee contribution to the Brand Development Fund of One Thousand Five Hundred Dollars and No Cents (**$1,500.00**) up to Two Thousand Dollars and No Cents (**$2,000.00**) per month (**"Brand Development Fund Fee"**), but Franchisor has the right to increase the maximum Brand Development Fund Fee by ten percent (10%) every year. In lieu of charging Franchisee a Brand Development Fund Fee, and independent of whether a Brand Development Fund has been established, Franchisor may, at its option, charge Franchisee a fee on a project basis for marketing and advertising materials and projects prepared or undertaken for use by the System.

C. **Technology Fee.** A monthly fee to create and maintain technology services that are to be provided by the franchisor, an affiliated company or third-party provider **("Technology Fee")**. As of the Effective Date the Technology Fee is Three Hundred Dollars and No Cents (**$300.00**) per month, provided that upon thirty (30) days' notice Franchisor has the right to increase the Technology Fee up to the Maximum Technology Fee. The Maximum Technology Fee is, as of the Effective Date Four Hundred Fifty Dollars (**$450**) per month, but Franchisor has the right to increase the Maximum Technology Fee by ten percent (10%) every year.

D. **Insufficient Funds Fee.** If there are insufficient funds in Franchisee's account for Franchisor to collect in full any amounts due under this Agreement when such amounts become due, Franchisee will pay Franchisor an insufficient funds fee of the higher of One Hundred Fifty dollars (**$150.00**) and 5% of the amount due per occurrence when Franchisor is unable to timely collect the amounts due in full.

E. **Client Resolution Fee.** If Franchisee requests Franchisor's assistance in resolving a dispute with a customer, Franchisee will pay Franchisor Two Hundred Fifty Dollars and No Cents (**$250.00**) plus fees and expenses incurred by Franchisor, including reasonable attorneys' fees and administrative staff fees.

F. **Social Media Support Fee.** A monthly fee for Franchisor's support and assistance of Franchisee's social media presence ("**Social Media Support Fee**"). As of the Effective Date the Social Media Support Fee is not charged, provided that, upon thirty (30) days' notice, Franchisor has the right to increase the Social Media Support Fee up to Two Hundred Dollars and No Cents (**$200.00**) per month.

G. **Proprietary Software Fee.** A monthly fee for provision of proprietary software provided to Franchisee by Franchisor ("**Proprietary Software Fee**"). As of the Effective Date the Proprietary Software Fee is not being charged, but Franchisor may, upon thirty (30) days' notice charge a Proprietary Software Fee of up to Six Hundred Fifty Dollars and No Cents ($650.00) per month.

H. **Other Fees.** Such other fees that are set forth in other sections of this Agreement or otherwise imposed. Such fees shall be due as set forth in Section 4.2 of this Agreement, unless different payment terms are expressly stated for such fees at the time they are imposed or thereafter.

4.2 **Payments Due to Franchisor.** Unless payments terms to the contrary are expressly stated in this Agreement or otherwise, all payments required of Franchisee by this Article 4, and all other payments due to Franchisor on a continuing basis (**"Payments"**), shall be due to Franchisor by the fifth (**5th**) day after the end of the calendar month such fees relate to, provided that, Franchisor may, upon notice to Franchisee, collect such Payments more or less frequently, or on a different date. If such day falls on a Saturday, Sunday, or national bank holiday, the Payment will be due on the following day. If any payment due Franchisor under this Agreement is overdue, Franchisee shall pay to Franchisor immediately upon demand the overdue amount together with a late charge of $100 per occurrence, plus interest on the overdue amount from the date it was due until paid, at the rate of one and one-half percent (**1.5%**) per month, or the maximum rate permitted by law, whichever is less. All Payments shall be made by via Automated Clearing House (**ACH**) electronic funds transfer, or such other payment method as Franchisor may indicate from time to time. In its sole discretion, Franchisor may collect Payments required by this Article 4 by direct debit withdrawal by Franchisor from a designated bank account of Franchisee or by using such other payment technology as is or may become available during the Term. Franchisee will cooperate with Franchisor to set up payment through such methods and channels as may be determined by Franchisor from time to time. Franchisee acknowledges that nothing contained in this Article 4 shall constitute an agreement by Franchisor to accept such payments after the same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of, the Location. Franchisee acknowledges that Franchisee's failure to pay all such amounts when due shall constitute grounds for termination of this Agreement, as provided in Article 14 of this Agreement, notwithstanding the provisions of this Article. The entitlement to such late charge shall be in addition to any other remedies Franchisor may have.

4.3 **Franchisee Portion.**

A. **Franchisee Portion.** The Franchisee Portion of Commissions and Fees is that portion of the Commissions for Bookings and Fees related to sales Membership Sales, as set forth below, which are originated or made by the Franchised Business and such Franchisee's Adventure Advisors, as follows:

(1) **Bookings.** The lesser of forty percent (**40%**) of the Commission received by Franchisor or RBO, or One Thousand Five Hundred Dollars and No Cents ($1,500.00); and

(2) **Membership Sales and Renewals.** For (x) New Membership Sales, Fifty Percent (**50%**) of the fees Franchisor or RBO receives for sales of new Memberships by the Franchised Business or Franchisee's Adventure Advisors; and (xx) for Membership Renewals, Forty percent (**40%**) of the fees Franchisor or RBO receives for the renewal of Memberships by existing Members,

originated by the Franchised Business or Franchisee's Adventure Advisors

B. **Payment of Franchisee Portion.** In consideration of the rights and license undertaken by Franchisee hereunder, Franchisor shall pay the Franchisee Portion to Franchisee, will be paid by Franchisor weekly, on every Friday, on commissions and fees, when actually received by Franchisor or RBO (in cash, or cleared credit/debit card payments) for the previous week. For purposes of the preceding sentence, a week starts on Monday and ends on Sunday.

C. **Adventure Advisor Compensation.** The compensation payable on sales by Franchisee to its Adventure Advisors will be determined solely by Franchisee, provided that Franchisor may set pre-determined compensation categories due to the limitations in the software used to pay the Franchisee Portion, or for other business reasons.

Article 5. Site Selection, Approved Location Construction and Opening.

5.1 **Site Application.** If Franchisee has not yet submitted a site application for an Approved Location at the time this Agreement is executed, Franchisee must submit such application and such information as Franchisor may require within ninety (**90**) days of the date of this Agreement for review by Franchisor. Franchisee may not commence construction of the Location until Franchisor has unconditionally approved the proposed Approved Location in writing, and has approved the lease, pursuant to Section 5.2. Franchisor has ten (**10**) business days after all required information is received from Franchisee to approve or disapprove any proposed site. Franchisor may approve or disapprove any site in its sole discretion. Franchisee is required to work with a commercial broker to locate an appropriate site. Neither Franchisor's review of the proposed site for the Approved Location nor any assistance that may be provided by Franchisor in the selection or development of the site for the Approved Location constitutes a representation, warranty or guaranty by Franchisor regarding the potential financial success of the Franchised Business at or from such Location operated at the Approved Location, and Franchisee assumes all business and economic risks associated with the Approved Location.

5.2 **Lease Execution and Required Terms.** Within ninety (**90**) days of the Effective Date, but subject to Franchisor's approval of the Approved Location, Franchisee must execute a lease for the Location. Before executing the lease, Franchisee shall submit to Franchisor with a request for approval, a copy of the lease for the Location, which must either append **Exhibit H** to this Agreement, or must not contain any provision that is inconsistent with or interferes with the performance of any provision of this Agreement and which lease must include provisions (**i**) authorizing Franchisor to enter the premises and make any modifications necessary to protect the Proprietary Marks, (**ii**) granting to Franchisor the right (but not the duty) to assume the lease if Franchisee is in default under its terms and provisions and/or if this Agreement expires or is terminated, (**iii**) requiring concurrent notice from lessor to Franchisor of any default or termination, and (**iv**) providing for a term of at least ten (**10**) years, and which lease, when approved by Franchisor, shall not thereafter be materially modified without

the prior written consent of Franchisor. Under no circumstances shall Franchisor have any obligation or liability under such lease.

5.3 **Construction and Conversion.** Before commencing construction or conversion of the Location to meet the building and design requirements for the Franchised Business, Franchisee shall:

A. Submit to Franchisor a request for approval the schematic design documents, site plans, which site plans, when approved by Franchisor, shall not thereafter be materially modified without the prior written consent of Franchisor. Franchisee is responsible for the development of such documents and plans, which must be prepared in accordance with the System requirements as set forth in the Manual.

B. Submit to Franchisor, pursuant to Section 8.1.D., a request for approval of any alternate FF&E products, if any, including standards and specifications for FF&E, prepared by a qualified professional.

C. Provide to Franchisor satisfactory evidence that all permits, licenses and certifications required for the lawful construction and operation of the Location and Franchised Business, including, without limitation, all applicable building permits, zoning, access, sign and fire requirements, have been obtained.

D. Provide to Franchisor proof that Franchisee has obtained such licenses relating to firearms, supressors, or related parts, or other licenses required for the operation of the Franchised Business as may be required pursuant to the Manual, or by applicable law.

E. Such other information as Franchisor may reasonably request.

5.4 **Construction Completion**. Franchisee shall diligently and continuously prosecute the construction, furnishing, and equipping of the Location (including its acquisition and installation of all FF&E, signs, supplies, and other items necessary for completion and opening of the Location) in accordance with the plans previously approved by Franchisor and in accordance with the Manual, but in any event the construction, furnishing, and equipping of the Location shall be completed within ninety (**90**) days after the date Franchisor approves Franchisee's lease for the Location. Franchisee acknowledges and understands that time is of the essence in the construction and opening of the Location, and except for the occurrence of any events constituting force majeure, the construction shall be completed and the Location shall be furnished, equipped, and otherwise be made ready to open for business, and all governmental licenses and permits necessary to operate the Location under the System shall have been obtained by Franchisee, at the end of such ninety (**90**) day period. Upon Franchisee's written request, Franchisor may grant Franchisee up to two 30-day extensions to the time in which to submit a site application. Any such extensions shall be granted only in Franchisor's sole discretion and upon payment by Franchisee to Franchisor of an extension fee of $5,000 per extension. Franchisee shall pay Franchisor the extension fee in full at the time the extension is requested. If the extension is not granted, the fee will be refunded.

5.5 **Construction Inspections.** Franchisor and its agents shall have the right (without, however, any duty or obligation to do so) to visit and inspect the construction of the Location at all reasonable times.

5.6 **Review for System Compliance Only.** Franchisor's exercise of its rights to approve the plans and specifications and to inspect construction of the Location shall be solely for the purpose of assuring compliance with System standards and with the terms and conditions of this Agreement, and Franchisor shall have no liability or obligation to Franchisee or any other person with respect to construction of the Location.

5.7 **Opening Marketing Plan.** No later than thirty (**30**) days prior to the expected opening of the Location, Franchisee shall submit to Franchisor, for its prior approval, Franchisee's direct sales and marketing plan if requested to do so by Franchisor.

5.8 **Opening of Franchised Business.** The Location shall be opened for business immediately upon satisfaction of all of the following requirements:

A. All FF&E required for the opening of the Location in accordance with this Agreement and the standards of Franchisor shall have been installed or completed.

B. Franchisee's Designated Manager for the Franchised Business shall each have completed to Franchisor's satisfaction a training program approved or conducted by Franchisor, and Franchisee shall have employed qualified personnel sufficient to operate the Franchised Business at the Location.

C. Franchisee shall have paid all sums due Franchisor and its affiliated companies.

D. Franchisee is not in default under this Agreement, or any existing Franchise Agreement or other agreement with Franchisor or any of its Affiliated companies.

E. Franchisor shall be satisfied as to Franchisee's compliance with the requirements necessary for opening the Franchised Business by such on-site inspection and investigation as Franchisor deems appropriate. If the Franchisee fails to pass its initial pre-opening inspection, Franchisor reserves the right to charge and collect a re-inspection fee and expenses for each additional inspection required to approve the Location for opening. The re-inspection fee and related expenses shall be due and payable within thirty (30) days of receipt of an invoice therefor, or Franchisor may, in its discretion, collect payment thereof by direct debit withdrawal by Franchisor from a bank account designated by Franchisee. Nothing under this Agreement shall in any manner relieve Franchisee of the obligation of complying with the requirements of the approved plans or the terms of this Agreement.

Franchisee may not open the Franchised Business until the above requirements have been satisfied to Franchisor's satisfaction. The System will be applied to all System Locations, although Franchisor in its business judgment may make

exceptions based on local conditions, special circumstances or different contractual provisions.

5.9 **Development and Construction Expenses.** Franchisee acknowledges and agrees that the construction, conversion, and remodeling of the Location and the Franchised Business is the sole responsibility of Franchisee, and that Franchisee shall bear the entire cost of the development and construction of the Location, including, without limitation, all costs applicable to design, engineering, and other professional services, contractors, financing, licenses, permits, equipment, furnishings, and supplies.

Article 6. Duties of Franchisor.

6.1 In addition to the other obligations and duties set forth in this Agreement, Franchisor shall:

A. **Site Selection Criteria.** Provide general site selection criteria and guidance in the selection of an acceptable site and review of the lease for the Location. Franchisee acknowledges and agrees that Franchisor providing its site selection criteria, lease review, and guidance will not create any reliance or expectation damages or liability for Franchisor, and such activities will not create any expectation or representation to Franchisee that any proposed site will be accepted by Franchisor.

B. **Consultation.** Upon reasonable request, consult with and advise Franchisee at Franchisor's home office concerning the construction and operation of the Location.

C. **Access to Manual.** Provide Franchisee access to the Manual in a format determined by Franchisor, such as via the intranet, loan 1 hard copy of the Manual, or in any such other way as Franchisor determines to be most appropriate, for the term of the Agreement setting forth standards of operation for the System and standards of quality, cleanliness, and service for the Franchised Business. Franchisor shall have the right to add to and otherwise modify the Manual to reflect changes in the business, authorized products or services (or specifications therefor), FF&E requirements, quality standards, and operating procedures of the Location as determined by Franchisor. Such additions or modifications may be made through various communications by Franchisor, including policy statements, memoranda, bulletins, directives, instructions, intranet, electronic communications, or other material prepared by or on behalf of Franchisor. The Manual and any additions or modifications may be provided in printed, machine readable, electronic, or any other form chosen by Franchisor.

D. **Training.** Make available to Franchisee, Franchisee's employees such required and optional training courses, programs, conferences, seminars, and materials, as Franchisor deems appropriate. All training shall be conducted at such physical or virtual locations and at such times as Franchisor may designate and shall be subject to the terms and conditions set forth in this Agreement.

E. **Opening Assistance.** Send one representative to provide on-site assistance at the Location for a period of up to 3 days around the time Franchisee opens the Franchised Business for business.

F. **Inspections.** Endeavor to maintain high standards of quality, cleanliness, appearance, and service for the System, and to that end shall conduct inspections of the System Locations, evaluations of the services rendered therein, and interviews of employees, agents, and customers of System Locations, all as Franchisor deems advisable and appropriate.

G. **Secret Shoppers.** Have the right to have "secret shoppers" inspect the Franchised Business from time to time in order to help determine compliance with the terms of this Agreement. Franchisor may, directly, or through a designee, perform secret shopping inspections of the Franchised Business, or any part thereof, up to four (4) times per year, provided that if Franchisee does not pass a secret shopping inspection, secret shoppers may inspect the Franchised Business more than four (4) times per year until a passing grade is achieved. A secret shopping inspection may cover any or all parts of the Franchised Business, including the retail business operated by Franchisee, and the provision of services, including services related to membership, sale of adventures, and management of hunting and fishing licenses. Franchisor has the right to charge a fee for each secret shopping inspection. As of the Effective Date, the fee per secret shopping inspection is $250, but Franchisors has the right to charge a higher fee, as necessary to off-set its expenses incurred in connection with each secret shopping inspection.

H. **System Location Directory.** Make available in electronic and/or printed format to all System Locations a Directory all System Locations, subject to the terms and conditions of **Article 8** of this Agreement.

6.2 **Obligations to Franchisee Only.** All of the obligations of Franchisor under this Agreement are to Franchisee only, and no other party is entitled to rely on, enforce, or obtain relief for breach of such obligations either directly or by subrogation as a third-party beneficiary of such obligations of Franchisor hereunder.

6.3 **Delegation Right.** Franchisor retains and shall have the right under this Agreement to delegate the performance of any portion or all of its obligations under this Agreement to third parties, and exercise any of its rights under this Agreement through third parties, whether those third-parties are our agents or independent contractors with whom we have contracted to perform these obligations, as the Franchisor may direct. If Franchisor does so, such third parties will be obligated to perform all functions for Franchisee in compliance with this Agreement and/or a separate signed agreement between Franchisee and such third-party as approved by Franchisor.

Article 7. General Duties of Franchisee.

In addition to the other obligations and duties set forth in this Agreement, Franchisee shall do the following:

7.1 **Construction and Management of Franchised Business.** Commence, diligently pursue, and complete construction of the Location and open for business in accordance with Article 5 of this Agreement. Franchisee further covenants and agrees that, throughout the Term, Franchisee, or if Franchisee is an entity, either (a) a principal Owner of Franchisee, or (b) a Designated Manager of Franchisee, will provide day-to-day supervision of the Franchised Business ("**Designated Manager**"). Any Designated Manager providing day-to-day supervision must be approved by Franchisor and must hold at least a 20% equity interest in Franchisee.

7.2 **Initial Training.** Franchisee, or if Franchisee is an entity, at least one of its principal Owners, shall successfully complete the new franchisee training, to Franchisor's satisfaction. The initial training must be successfully completed by at least one Owner of Franchisee or, if applicable, by the Designated Manager, at least two (**2**) weeks prior to the Opening of the Franchised Business. Franchisee shall employ or retain qualified management personnel as prescribed in the Manual.

A. All personnel employed or retained by Franchisee in the position of Designated Manager shall attend and successfully complete, to Franchisor's satisfaction, Franchisor's training program.

B. The initial training is free of charge for Franchisee's two (**2**) first trainees.

C. If Franchisee requests that additional trainees attend the initial training Franchisor has the right to charge a fee of Three Hundred Dollars and No Cents (**$300.00**) per person per day for the training.

D. If at least one of the principal Owners and the Designated Manager do not complete the initial training to Franchisor's satisfaction, Franchisor may require such person to re-take the initial training, or part thereof, and will charge Three Hundred Dollars and No Cents (**$300.00**) per day for such additional training.

E. The initial Designated Manager shall complete their Designated Manager certification training prior to Opening.

F. Any subsequent Designated Manager, shall sign up for training within fourteen (**14**) days of employment and complete their Designated Manager certification training within sixty (**60**) days of employment. The sixty (**60**) day period may be extended if space in the training program is not available to Franchisee's personnel during the specified periods. Franchisor has the right to charge a fee of Three Hundred Dollars and No Cents (**$300.00**) per person per day for the training.

G. The exact training to be provided to a replacement Designated Manager will depend on the Designated Manager's existing skill, experience and training, and the amount of training that Franchisee can provide to the Designated Manager itself.

H. Franchisor will charge a fee for the training provided to the Designated Manager. The fee is intended to off-set Franchisor's expenses for

providing the training and is currently Three Hundred Dollars and No Cents (**$300.00**) per day, provided that such fee may be adjusted by Franchisor during the Term.

I. Franchisee shall be responsible for Franchisee's and Franchisee's employees' travel expenses and room, board, and wages during the training. Notwithstanding Franchisor's assistance in training Franchisee's employees,

J. Franchisee is exclusively responsible for the terms of employment, compensation, scheduling, benefits, disciplining and all other personnel decisions respecting Location employees without any influence or advice from Franchisor.

7.3 **Franchisee Meetings.** Franchisee, or if Franchisee is an entity, one or more of Franchisee's principal Owners, shall attend Franchisor's annual (or biannual as Franchisor may determine) Franchisee conference and pay the non-refundable conference registration fee as the same may be designated by Franchisor. Franchisee shall be responsible for Franchisee's and Franchisee's employees' travel expenses and room, board, and wages during the meetings and conferences.

7.4 **Ongoing Training and Assistance.** Franchisor may periodically make available other required (including remedial training courses) or optional training courses to Franchisee and Franchisee's personnel, as well as other programs, conferences, seminars, and materials, and Franchisee shall ensure that such personnel, as Franchisor may direct, satisfactorily complete any required training within the time specified. Franchisor may also offer Franchisee optional additional support and assistance in the operation of the Franchised Business. Franchisee and Franchisee's Designated Manager may each be required to participate in up to five (5) days of required training in each calendar year. All training shall be provided at such locations as Franchisor may designate and Franchisee shall be responsible for Franchisee and Franchisee's employees' travel expenses and room, board, and wages during the training. Franchisee will be charged reasonable tuition for training of Franchisee's and Franchisee's personnel and such tuition shall be payable per the terms of the invoice therefor. Franchisee will also be charged a reasonable fee for any additional support and assistance requested by Franchisee or required by Franchisor. As of the Effective Date, Franchisor charges $400 per day and trainer for ongoing training and additional support and assistance, plus travel and accommodation expenses for such trainer, provided that the Franchisor reserves the right to adjust such fees throughout the Term. Franchisor reserves the right to require, as a condition of providing training, that personnel employed or retained by Franchisee execute confidentiality agreements prepared by Franchisor. Franchisor reserves the right to limit the availability of any optional training programs. Failure to attend two (2) consecutive mandatory training programs is considered a default under this Agreement.

7.5 **Adherence to System Requirements.** Franchisee expressly acknowledges that adherence to each and every provision of the System is reasonable, necessary, and essential to maintain the uniform image and favorable reputation of each System Location and the System and the success of Franchisor's franchise program, and not to control the day-to-day operation of the Franchised Business. Accordingly, Franchisee expressly agrees to comply with

each and every requirement of the System during the term hereof, as the same may be modified or supplemented by Franchisor in its sole discretion. Such modifications and supplementations may relate to, without limitation, changes in the business, authorized products and services, FF&E requirements, quality standards, operating procedures, compliance with any requirements for computer systems or technology programs, and to pay any fees or charges associated with any such System modifications or supplementations and any other changes reflected in the Manual. Franchisee at all times remains responsible for the operation of the Franchised Business and all activities occurring in the Franchised Business, including, but not limited to the hiring, training, discipline, and staffing of the Franchised Business.

7.6 **Quality of Service.** Franchisee shall provide efficient, courteous, and high-quality service to the public and shall operate the Location and Franchised Business pursuant to the mandatory terms and provisions outlined in the Manual except as otherwise permitted by Franchisor in writing. Franchisee shall cause the Location to honor all credit cards specified by Franchisor and enter into such credit card arrangements with the issuers of such cards as may be necessary to do so. Franchise must keep the Location clean and provide prompt and courteous service to customers. Franchisee will take all steps as are necessary to, ensure that all its employees treat each customer fairly and provide services in an honest, ethical and non-discriminatory manner.

7.7 **Staffing.** Franchisee will maintain a competent, conscientious and trained staff and Adventure Advisors. Franchisee will be solely responsible for all employment decisions and functions of the Franchised Business, including those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision and discipline of employees, including Adventure Advisors. None of Franchisee's employees will be considered to be Franchisor's employees and Franchisee will never contend otherwise. Franchisee will never contend otherwise, that Franchisor does not have the direct or indirect power to hire, fire or control any of Franchisee's employees. Neither Franchisee nor any of its employees whose compensation Franchisee pays may in anyway, directly or indirectly, expressly or by implication, be construed to be Franchisor's employees for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisee will never contend otherwise, that Franchisor's authority under this Agreement does not directly or indirectly vest in us the power to hire, fire or control any of Franchisee's employees.

7.8 **Gift Cards and Loyalty Programs.** Franchisor may require that Franchisee, if permitted by applicable law, participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Manual or otherwise disclosed to Franchisee. In order to participate, Franchisee may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. If Franchisor establishes a gift card or loyalty program, it has the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and Franchisor reserves the right to retain the amount of any unredeemed gift cards.

7.9 **Use of Location.** Franchisee shall use the Location premises solely for the operation of the Franchised Business and shall not use or allow the use of the premises for any other purpose or activity (including, without limitation, the promotion of any Competing Business) at any time without the prior written consent of Franchisor, which may be granted or withheld in Franchisor's sole discretion. Franchisee shall not sacrifice Gross Revenue to further any other business activity.

7.10 **Location Maintenance.** The Location, the FF&E and everything else located on or in the Location premises shall be maintained by Franchisee in a clean, safe, orderly, and first-class condition in accordance with the standards specified in the Manual, and consistent with the image of a clean, sanitary, attractive, and efficiently operated outdoor retail shop. The Location shall be constructed, maintained, and operated in compliance with all applicable fire, safety, health, and sanitation laws, ordinances, and regulations, and Franchisee shall maintain the highest health standards and ratings applicable to the Location and otherwise maintain high moral and ethical standards at the Location.

7.11 **Upkeep and Maintenance.** Franchisee shall perform such maintenance of the Location as is required by Franchisor to maintain the condition, appearance, and efficient operation of the Location, including, without limitation, (a) continuous and thorough cleaning and sanitation of the interior and exterior of the Location, (b) interior and exterior repair of the Location, (c) maintenance of equipment at peak performance, (d) replacement of worn out or obsolete improvements, FF&E and (e) periodic painting and decorating. At Franchisor's request, Franchisee shall, at Franchisee's sole cost and expense, (i) upgrade the Location and FF&E, with approved improvements, within the time specified by Franchisor; and (ii) conform to the then current System standards, appearance and presentation of Proprietary Marks, and trade dress consistent with Franchisor's then-current public image, including, without limitation, such replacements, modifications, upgrades, remodeling, and redecoration and such modifications to existing improvements and FF&E as may be deemed necessary by Franchisor, as long as: (x) those same upgrading requirements apply to a majority of System Locations operated by franchisees or by Franchisor or its Affiliates; (xx) are necessary to bring the Location into compliance with requirements already adopted or being adopted by a majority of System Locations; or (xxx) are necessary or appropriate in Franchisor's discretion to comply with Section 7.12 and changes in insurance underwriting standards as then in effect, or the then current codes and regulations. Any such requests from the Franchisor will be addressed in thirty (30) days by Franchisee. Except as described above, Franchisee shall make no additions, alterations, or replacements to the Location, any FF&E, or anything located on the Location premises without the prior written consent of Franchisor.

7.12 **Compliance with Law.** Franchisee shall, at Franchisee's expense, comply with all federal, state, and local laws, ordinances and the rules, codes and regulations of any governmental authority having jurisdiction over the Approved Location, and shall timely obtain, and keep in force as required throughout the Term, any and all permits, certificates, licenses, and approvals necessary for the full and proper conduct of the Franchised Business.

7.13 **Notification of Legal Action.** Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and

of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, naming Franchisee or Franchisee's Affiliates as a party or arising out of, concerning, or which may affect the operation or financial condition of the Franchised Business or Franchisee or Franchisee's Affiliates, including, without limitation, any consumer protection statute or regulation claim, employment claim by any employee of Franchisee, any criminal action or proceeding or any local, state or federal tax audit or proceeding naming Franchisee or its Affiliates; and including without limitation any civil or criminal action or proceeding brought by Franchisee against employees, customers, or other persons.

7.14 **Payment of Taxes.** Franchisee shall pay when due all taxes levied or assessed in connection with the possession, ownership, or operation of the Location and all taxes payable on royalties and other payments made to Franchisor or to any of its Affiliates companies (excluding income taxes payable by Franchisor or any of its Affiliates). In the event of any bona fide dispute regarding any tax assessed against Franchisee, the Location, any FF&E located therein, or any payments due to Franchisor or any of its Affiliates, Franchisee may contest the validity or amount of the tax in accordance with procedures of the taxing authority; provided, however, that Franchisee shall act with all due diligence and shall in no event permit a tax sale or seizure against the Location or any FF&E, goods, or property located therein, or any impoundment of payments due to Franchisor. If Franchisee fails to pay any taxes not subject to a bona fide dispute in a timely manner, Franchisor may, in its sole discretion, pay such taxes on Franchisee's behalf. In the event Franchisor so pays Franchisee's taxes, Franchisee's will immediately upon Franchisor's request reimburse Franchisor for all taxes, penalties and other assessments so paid by Franchisor, and in addition pay an administrative fee equal to ten percent (10%) of such taxes, penalties, and other assessments paid, and reimburse Franchisor for costs incurred in connection with the payment of the taxes and administration of such matter. Franchisee must pay to Franchisor the amount of any state or local sales, use, gross receipts, or similar tax that Franchisor may be required to pay on payments which Franchisee makes to Franchisor under this Agreement, regardless of whether the state or local tax is imposed directly on Franchisor, is required to be withheld by Franchisee from amounts due to Franchisor under this Agreement, or is otherwise required to be collected by Franchisee from Franchisor. Franchisee's obligations under this Section shall not be reduced or offset by any type of claim, credit or deduction of any kind. This provision does not apply to income taxes or comparable taxes measured by income to which Franchisor, or its Affiliates may be subject.

7.15 **Timely Payments.** Franchisee recognizes that Franchisee's failure or repeated delays in making prompt payment in accordance with the terms of any agreements, leases, invoices, or statements for purchase or lease of FF&E, inventories, supplies, travel agent services, or other goods and services will be detrimental to the reputation of Franchisee, Franchisor, and other System Franchisees. Franchisee shall timely pay when due all amounts owed by Franchisee in connection with the operation of the Location. In its sole discretion, Franchisor may collect all payments and amounts due or payable under this Article 7 by direct debit withdrawal from a bank account designated by Franchisee.

7.16 **Booking Management System.** Franchisor will make available to Franchised Businesses a booking management system for Bookings. Franchisee shall install, maintain, and use the booking management system as developed and promulgated, or licensed (in the Manual or otherwise in writing) by Franchisor or its Affiliates throughout the Term and shall at all times acquire and maintain such other computer hardware, software and internet connections as may be necessary for the booking management system to work properly. Without regard to the actual capabilities of any booking management system or other computer hardware or software that Franchisee installs and that Franchisor has access to directly or indirectly, Franchisor does not have the right to use such technology or tools to direct or assert control over Franchisee's employees' working conditions, except to the extent the control relates to Franchisor's legitimate interest in protecting the quality of the Rolling Bones Outdoors System (brand) or the products or services offered at the Franchised Business. Franchisee may be required to enter into a separate agreement for the licensing of the booking management system and Franchisee shall enter into any such agreement.

7.17 **Access to Data.** Franchisor will be given direct, administrative access to the business management systems software used by Franchisee for the purpose of determining compliance with this Agreement and to allow for audits and inspections of Franchisee's financial statements, reports and all other data pertaining to the Location, whether maintained by Franchisee or by third parties.

7.18 **Authority of Franchisee Representatives.** If Franchisee is at any time a corporation, limited liability company, partnership or other business entity, Franchisee hereby represents and warrants that:

A. Franchisee has the authority to execute and deliver this Agreement and to perform its obligations thereunder and is duly organized or formed and validly existing in good standing under the laws of the state of its formation or organization.

B. Franchisee's organizational documents or partnership agreement will at all times state that the issuance and transfer of the ownership interests of Franchisee are restricted by the terms and conditions of this Agreement, and all certificates and other documents representing an ownership interest in Franchisee will bear a legend referring to the restrictions of this Agreement in form and language satisfactory to Franchisor.

C. **Exhibit A** to this Agreement will at all times completely and accurately describe all of the Owners of Franchisee and their beneficial ownership interests in Franchisee and that Franchisee shall submit any revisions thereto for any Franchisor approvals, as set forth herein, or if no approvals are required, make such revisions and submit to Franchisor any such revisions within five (**5**) business days of any change.

D. Franchisee and its Owners will sign and deliver to Franchisor such revised Exhibit A as may be necessary to reflect any permitted changes in the information contained therein within five (5) days following the occurrence thereof and to furnish such other information about Franchisee's organization or formation as Franchisor may request.

E. Franchisee shall furnish Franchisor with its articles or certificate of incorporation, bylaws, and partnership or limited liability documentation or similar organization documents, and any other documents Franchisor may reasonably request, and any amendments thereto or restatements thereof.

7.19 **Use of Customer Data.** In addition to the rights granted Franchisor under Section 10.6 hereof, Franchisor may use the names of customers or guests of the Location for any purpose, that at all times, Franchisor shall have access to all Franchisee's sales and customer data base for that purpose or any other purpose not prohibited hereunder.

7.20 **Website and Online Presence.** Franchisor has established internet Websites that provide information about the System and the Franchised Businesses. Franchisor will have sole discretion and control over the Website and any other Online Presence (including timing, design, contents and continuation). Franchisor may use part of the Brand Development Fund Fees collected under Section 4.1.B to pay or reimburse the costs associated with the development, maintenance and update of their Online Presence and Websites. At Franchisee's expense, Franchisor will include a link to the Franchised Business specific pages from its Websites. Franchisor shall have the only Rolling Bones Outdoors Website. Franchisee may not have any individual website other than those pages and sites accessed and linked through Franchisor's primary Website. Franchisor may require Franchisee to prepare all or a portion of such individual pages, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's prior written approval prior to posting. Except for this interior page, Franchisee may not maintain any Online Presence or other website in connection with Franchisee's ownership or operation of the Location. If the Franchisee is permitted or required to have an individual Online Presence, Franchisee must provide Franchisor with administrator-level access credentials, usernames, passwords, tokens and all other information and items required for complete access to, and control over, any online presence or social media activities. If Franchisee fails to comply with the requirements set for Online Presence, Franchisor, or its designees may use the access credentials to access Franchisee's accounts and resources to correct them to comply with Franchisor's requirements, without being guilty of trespass, conversion, infringement, or any similar tort. Franchisee will pay Franchisor, upon demand, all charges Franchisor incurs by taking such corrective action.

7.21 **Inappropriate Online Presence or Content.** Franchisor reserves the right to require Franchisee to remove any content in its individual Online Presence, including videos, advertising or other material or content posted that Franchisor, in its sole discretion, deems inappropriate. Franchisor reserves the right to develop additional profiles or accounts in its Online Presence on websites designated for social networking, social media sites, or on websites otherwise commonly used by a hunting and fishing booking agencies with front end retail stores or by the franchise industry in general. Franchisor may, in its sole discretion, require Franchisee to participate in its Online Presence in Franchisee's individual capacity by preparing and maintaining all or a portion of a profile or account for the Franchisee, at Franchisee's expense.

7.22 **Intranet.** Franchisor is developing an Intranet network through which confidential brand standards and other materials may be posted and where Franchisor and its Franchisees can communicate by e-mail, instant messaging, or similar electronic means. Franchisee shall use the facilities of the Intranet in strict compliance with the standards, protocols and restrictions that Franchisor includes in the Manual (including, without limitation, standards, protocols and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements).

7.23 **Additional Administrative Services.** If Franchisee requests, Franchisor or its Affiliates may provide additional administrative services to Franchisee, including, but not limited to: assistance with closings of financing transactions or other transactions relating to the Franchised Business, negotiations of comfort letters, non-disturbance agreements, and other instruments, documents and agreements with Franchisee's lenders or prospective lenders, lender's counsel, Franchisee's counsel, any other Franchisee representative, or third party; conducting research related to the Location and its operation; preparation of documents, instruments or agreements; and other project-based tasks. If any of these administrative services are provided, Franchisee shall pay to Franchisor a reasonable fee, as determined by Franchisor, for such services and to reimburse Franchisor and its Affiliates for any costs (including attorney's fees) incurred in connection with the provision of such services.

7.24 **Reimbursement.** Franchisee shall reimburse Franchisor for all costs and expenses (including attorneys' fees), incurred by Franchisor in connection with any legal action (including actions for injunctive relief, arbitration and mediation) in which Franchisee, its Affiliates, or their respective owners, directors, officers or managers is a named party, including but not limited to, reimbursement for costs and expenses incurred in connection with Franchisor's counsel entering an appearance, responding to discovery requests in such matters, and preparation by Franchisor and its counsel therefor.

7.25 **Co-branding.** Franchisor may determine from time to time to incorporate in the System programs, products or services which Franchisor either develops or otherwise obtains rights to, which are offered and sold under names, trademarks and/or service marks other than the Proprietary Marks and which Franchisee's Franchised Business, along with other businesses, will be required to offer and sell. This activity, referred to as "co-branding", may involve changes to the Proprietary Marks and may require Franchisee to make modifications to its FF&E and trade dress at the Location. Franchisee shall promptly implement such programs at the Franchised Business at the earliest commercially reasonable time and to execute any and all instruments required to do so.

7.26 **Privacy and Data Protection.** Franchisee must: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information Franchisee controls) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual (**"Personal Information"**) in any way, including, but not limited to, national data protection laws, laws regulating marketing

communications and/or electronic communications, information security regulations and security breach notification rules (**"Privacy Laws"**); (ii) comply with all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause Franchisor to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing Franchisor deems necessary in our business judgment to keep Franchisee in compliance with the Privacy Laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of Franchisee's own officers, directors, owners, employees or service providers). Franchisee must also comply with payment card industry ("**PCI**") standards, norms, requirements and protocols, including PCD Data Security Standards.

Article 8. Quality Control and Supervision.

8.1 **System Conformity.** Substantial uniformity of quality at all Franchised Business' is necessary and desirable for purposes of establishing and protecting the shared identity, reputation, and goodwill associated with the System and the Proprietary Marks. In order to better accomplish these objectives, Franchisee shall at all times:

A. Operate the Franchised Business in strict conformity with all mandatory standards, specifications, methods, and techniques as Franchisor may prescribe in the Manual, as amended by Franchisor from time to time, (as opposed to best practices and suggestions), and Franchisee shall refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's rights therein. Franchisee is responsible for the day-to-day operation of the Franchised Business. While Franchisor intends to impose the System, and any changes and modifications thereto generally uniformly among all Franchised Businesses, complete and detailed uniformity under many varying conditions may not be possible or practical, and Franchisor specifically reserve the right and privilege, in its sole discretion and as it may deem to be in the best interests of the System in any specific instance, to vary standards for any particular franchisee or region based upon the peculiarities of a particular territory, density of population, business potential, business practice, or other condition important to the successful operation of a particular Franchised Business. Franchisor may grant variations from standard specifications and practices as Franchisor determines in its discretion, and Franchisor will have no obligation to grant Franchisee or any other franchisee like or similar variations and Franchisor's failure to require a change from any particular franchisee will not affect Franchisee's obligations under this paragraph.

B. Franchisee shall, at Franchisee's expense, purchase or lease and install at the Location all FF&E, software systems, including point of sale systems, the booking management system, and other systems and technology programs specified by Franchisor. Without regard to the actual capabilities of any business management system or other computer hardware or software that Franchisee installs and that Franchisor has access to directly or indirectly, Franchisor does not

have the right to use such technology or tools to direct or assert control over Franchisee's employees' working conditions, except to the extent the control relates to Franchisor's legitimate interest in protecting the quality of the Rolling Bones Outdoors System (brand) or the products or services offered at the Location. Franchisee shall refrain from installing at the Location, or permitting to be installed, without Franchisor's prior written consent, any FF&E, electronic or video games, or any other items or services not previously approved by Franchisor. The size, form, color scheme, content (except for prices or charges which are subject to Section 8.7 below), and location of all signs, advertisements and graphic materials displayed at the Location shall be as prescribed in the Manual or otherwise approved in writing by Franchisor. Notwithstanding the foregoing, Franchisor does not have the right to direct or assert control over Franchisee's employees' working conditions, except to the extent the control relates to Franchisor's legitimate interest in protecting the quality of the Rolling Bones Outdoors System (brand) or the products or services offered by the Franchised Business.

C. Franchisee is required to purchase products, services, supplies, FF&E items, and materials required for the construction and operation of the Franchised Business, pursuant to specifications set forth in the Manual (**"Approved Products & Services"**). In some cases, Franchisee may be required to buy only specific Approved Products & Services. Franchisor may designate manufacturers, suppliers or distributors who meet Franchisor's specifications or subject to Franchisor's specifications (**"Approved Suppliers"**) and if such Approved Suppliers have been designated as the only source for any Approved Products & Services, Franchisee shall only purchase such Approved Products & Services from the Approved Suppliers. In some cases, Franchisor or Franchisor's affiliates may be the only Approved Supplier. Specification of a supplier may be conditioned on various requirements, including, but not limited to, those relating to quality and consistency of products, and services, frequency of delivery, standards of services, prompt attention to complaints, payments, contributions, or other consideration paid to Franchisor, Franchisor's Affiliates or the Brand Development Fund, and may be temporary. Franchisor may, from time to time withhold, condition and/or revoke Franchisor's approval of particular items or suppliers in Franchisor's reasonable discretion, and Franchisor's approvals may be temporary. Franchisor or Franchisor's Affiliates may receive marketing allowances, rebates, commissions, and other benefits from suppliers in relation to items purchased by Franchisee and other franchisees. Such marketing allowances, rebates, commissions, and other benefits are based on System-wide purchases. Franchisee assigns to Franchisor or its designee all right, title and interest in any such marketing allowances, rebates, commissions, and other benefits and authorizes Franchisor or its designee to collect and retain any such allowances without restriction (unless otherwise instructed by the supplier), provided that, if required by law, Franchisor's current policy is to utilize such funds for purposes Franchisor believes may enhance the System and public awareness of the System. Franchisor has the right to condition or revoke Franchisee's right to participate in any supplier programs if Franchisee are in default under this Agreement.

D. Franchisee may propose alternative manufacturers, suppliers or distributors (**"Alternative Suppliers"**) of Approved Products & Services, as well as alternative products, ingredients, services, supplies, suppliers, materials and FF&E items to Approved Products & Services (**"Alternative Products & Services"**). If Franchisee would like to use Alternative Suppliers, or Alternative Products & Services, Franchisee must first request in writing that Franchisor approve the alternate. Franchisee must submit whatever information, specifications, or samples Franchisor requires and must pay to Franchisor a fee of $750 per product or service when the request is submitted and also reimburse Franchisor for its actual cost of testing and review. Franchisor reserves the right to approve or disapprove proposed Alternative Products & Services or Alternative Supplier, as the case may be, in its sole discretion. Franchisor will notify Franchisee within a reasonable time, not to exceed 90 days of its approval or rejection of the Alternate Products & Services or Alternative Supplier. Franchisor may revoke an approval previously given at any time in its discretion, upon notice to the Franchisee. Notice will be given in a manner that Franchisor deems appropriate. Franchisor may require Franchisee's proposed Alternative Supplier to sign a confidentiality agreement acceptable to Franchisor, and Franchisor may require that samples of or from the proposed Alternative Products & Services (or of Approved Products & Services requested to be purchased from an Alternative Supplier) be delivered to Franchisor for testing prior to approval and use. Further, all proposed Alternative Suppliers must agree to permit Franchisor's agents or representatives to inspect their facilities regularly, both initially and from time to time as may reasonably be required by us to assure Franchisor of the proper production, processing, packaging, storing and transportation of the products, ingredients, services, supplies or FF&E items and materials to be purchased by Franchisee, and with respect to Alternative Products & Services, that they comply with Franchisor's standards and requirements. The foregoing will not be construed as an attempt to unreasonably limit the sources from which Franchisee may procure products, ingredients, services, supplies and materials. Rather, it is Franchisor's intention that such items conform to Franchisor's strict standards and strict specifications as to consistent quality, uniformity and reliability. Further, Franchisor will not be required to approve an inordinate number of Alternative Suppliers of a given item which in Franchisor's reasonable judgment would prevent Franchisor's effective supervision of suppliers. Notwithstanding the foregoing, Franchisor may designate certain Approved Products & Services as proprietary, and not permit Alternative Suppliers, or Alternative Products & Services for such items. Noting in this Section requires Franchisors to disclose any Trade Secrets to any third party.

E. **FRANCHISOR AND ITS AFFILIATES MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, FF&E ITEMS, SUPPLIES OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.**

8.2 **Compliance with Manual.** The Franchised Business shall be conducted in accordance with the mandatory provisions contained in the Manual, as updated, supplemented, and modified. Franchisee further acknowledges that establishing, maintaining, and protecting the goodwill, reputation, and uniformity of the System requires strict adherence to this Agreement and the Manual in all respects, it being agreed that every detail is significant and material. Franchisee shall at all times ensure that Franchisee's copy of the Manual is kept current and up-to-date, and in the event of any Franchise Dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office shall be controlling. Franchisee shall maintain the Manual in a safe and secure location (including with appropriate password protection, if the Manual is kept electronically) and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor.

8.3 **Inspections.** Franchisee hereby grants to Franchisor and its agents the right to enter upon the premises of the Franchised Business at any reasonable time for the purpose of conducting inspections. Franchisee shall cooperate fully with Franchisor's agents during the inspections and take such steps as may be reasonably necessary to correct any deficiencies detected during such an inspection, upon the written request of Franchisor or its agents, within such reasonable time as may be specified therein. Franchisee shall provide all information requested by Franchisor for the purpose of Franchisor's conducting customer satisfaction audits and surveys, and permit Franchisor and its agents access to test, inspect and evaluate Franchisee's supplies, and products, as well as the storage. If Franchisor determines that any condition at the Location presents a threat to customers or public health and safety, Franchisor may take whatever measures it deems necessary, including requiring Franchisee to immediately close the Franchised Business until the situation is remedied to Franchisor's satisfaction. Franchisor will charge Franchisee for the actual expense of the audit, which expenses may include the hiring of a third party to perform the audit (**"Quality Audit Fee"**). Franchisee shall pay such Quality Audit Fee within fifteen (**15**) days of receipt of an invoice therefor. Franchisor may, in its sole discretion, collect any payments or amounts due or payable under this Article by direct debit withdrawal from a bank account designated by Franchisee.

8.4 **Franchisee Inventions.** If Franchisee or its affiliates, owners, or employees, develop any products, services, procedures, or inventions, or improvements on products, services, or procedures already part of the System, and whether or not protectable intellectual property (**"Inventions"**), such Inventions must be promptly disclosed to Franchisor, and if deemed by Franchisor to be appropriate for use in the Franchised Business and other System Locations, such Inventions will be deemed to be Franchisor's sole and exclusive property, part of the System and works made-for-hire for Franchisor. To the extent any such Invention does not qualify as work-made-for hire, it must be assigned to Franchisor. Franchisee shall take, or direct its affiliates, owners, or employees, to take all necessary steps and action such assignment may require.

8.5 **Integrity in Promotion and Business.** All marketing and promotion by Franchisee shall be factual, ethical, and in good taste in the judgment of Franchisor and shall be subject to Franchisor's approval as provided in Section 9.1 of this

Agreement. Franchisee shall in all dealings with its customers, suppliers, Franchisor, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. Franchisee shall refrain from any business or advertising practice which, in the subjective opinion of Franchisor, may be injurious to the business of Franchisor and the goodwill associated with the Proprietary Marks and other System Locations.

8.6 **Notification of Agency Reports.** Immediately upon receipt by Franchisee of any report from any government agency, Franchisee shall send a complete copy of such report to Franchisor by email or overnight courier service. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Location or of any notice of violation of any law, ordinance, or regulation relating to health or sanitation.

8.7 **Product Pricing and Discounts.** Franchisor and Franchisee recognize the value of pricing and marketing programs that facilitate the marketing of the System, the good will, reputation, and uniformity of the System and consumer acceptance and recognition of System Locations. In order to better accomplish these objectives, Franchisor may from time to time in its sole judgment: (a) require that prices for products and services offered by Franchisee start at levels no higher than those determined by Franchisor; and (b) otherwise establish rates and prices, to the extent permitted by applicable law. Unless expressly permitted by Franchisor in prior writing, Franchisee will not offer coupons, discounts, gift cards, gift certificates, loyalty programs, or similar promotions.

Article 9. Advertising.

Franchisee and Franchisor recognize the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System. In order to better accomplish these objectives, the parties, in addition to all other agreements as set forth herein, agree as follows:

9.1 **Conformance with System Standards.** All advertising, marketing, and sales materials used by Franchisee in any medium shall be conducted in such manner, and shall conform to such standards and requirements, as Franchisor may specify from time to time. Franchisee must submit to Franchisor for its prior written approval samples of all advertising, marketing, and sales plans and materials and all other materials displaying the Proprietary Marks that Franchisee desires to use which have not been prepared or previously approved by Franchisor; provided, however, that no such deemed approval shall relieve Franchisee from complying with the requirements of Section 8.7 of this Agreement.

9.2 **Grand Opening Advertising**. Starting four weeks before the Franchised Business opens, and continuing for four weeks thereafter, Franchisee shall spend at least Fifteen Thousand Dollars and No Cents **($15,000.00**) on advertising and marketing to promote the Franchised Business. Upon request, Franchisee must submit its grand opening marketing plan to Franchisor for review and approval.

9.3 **Local Advertising Requirement and Restrictions.** Throughout the Term, Franchisee shall spend at least Twelve Thousand Dollars and No Cents (**$12,000.00**) annually on such local marketing and advertising in the Protected Store Territory ("**Local Marketing Spend**"). This amount may, at Franchisor's discretion, be increased up to Twenty-Four Thousand Dollars and No Cents (**$24,000.00**) on ninety (**90**) days' notice. Franchisor may from time specify in the Manual the types of expenses that will be counted towards the required minimum Local Marketing Spend, and the suppliers, materials and designs that may be used. Franchisor may also, from time to time, designate that Franchisor or its designees will provide the local advertising services to Franchisee and require the minimum annual amount, or such other amount as is agreed between Franchisor and Franchisee, to be paid directly to Franchisor or its designees. As of the Effective Date, a portion of the Local Marketing Spend will be used to reimburse Franchisor for its expenses related to the production and distribution of the Rolling Bones hunt and adventure catalogue and the Rolling Bones quarterly newsletter. Notwithstanding the foregoing, if Franchisee contributes funds towards an Advertising Cooperative, such funds actually contributed to the Advertising Cooperative will off-set the local advertising expenditures required by this Section for the same time period as for which the Advertising Cooperative contributions were made. Before marketing and advertising outside of the Protected Store Territory, Franchisee must obtain Franchisor's written consent thereto. Franchisor may require providing periodic reports of Franchisee's expenditures pursuant to this Section.

9.4 **Brand Development Fund.** Franchisor has established a Brand Development Fund (**"Brand Development Fund"**). The Brand Development Fund will be administered by the Franchisor, provided that Franchisor may, in its sole discretion, consult with the Advisory Franchisee Council on matters relating to the Brand Development Fund. The Brand Development Fund may be used to meet any and all costs of researching, developing and preparing national, regional, point of sale, and local direct sales advertising and marketing strategy materials for use within the System, including, without limitation, costs associated with developing, preparing, directing, administering, maintaining, and disseminating advertising, marketing, promotional, and public relations materials; conducting marketing research and new product development; in-store promotions, point-of-sale advertising, catalogues, magazines, newspapers, and sales aids; maintaining a national sales and marketing staff and related expenses or hiring outside agencies; development, maintenance and updates to the Online Presence; joint promotional programs for all Franchisor brands; and preparing, producing, broadcasting, and disseminating advertising and promotions, including, without limitation, radio, television, newspaper, magazine and Internet advertising, market surveys, public relations activities, and employment of advertising agencies. Franchisor shall choose and determine the nature, theme, and timing of advertising and the kind and quality of advertising materials to be provided to franchisees through the Brand Development Fund. All payments, plus income earned therefrom, shall be used exclusively for the above-stated purposes, shall be maintained in an account separate from Franchisor funds, and shall not be used to defray any of Franchisor's general operating expenses, except for reasonable salaries, administrative costs, travel expenses (including collections), overhead, and similar expenses Franchisor

may incur in activities related to the administration of the Brand Development Fund and all costs of development and preparing national, regional, point of sale, and local advertising materials for use within the System. Franchisor shall, for each of its company-owned System Locations, make contributions to the Brand Development Fund at the same percentage of Gross Revenues required of Franchisees within the System. Franchisor, or its designee, shall direct all advertising, marketing, and direct sales promotional programs and activities, with sole discretion over the concepts, materials, and media used in such programs and activities and the placement and allocation thereof. Franchisee acknowledges that the intent of the Brand Development Fund shall be to maximize general public recognition, direct sales programs, and acceptance of the Proprietary Marks for the benefit of the System, and Franchisor shall have no obligation in administering the Brand Development Fund, to make expenditures for Franchisee which are equivalent or proportionate to any payments by Franchisee, or to ensure that any particular Franchisee or any particular franchised location benefits directly or pro rata from advertising or promotion conducted under the Brand Development Fund. The Brand Development Fund is not a trust or escrow account, and Franchisor has no fiduciary obligation to franchisees with respect to the Brand Development Fund; provided, however, that Franchisor will make a good faith effort to expend such fees in a manner that Franchisor determines is in the general best interests of the System. In any fiscal year Franchisor may spend more or less than the aggregate contribution to the Brand Development Fund in such fiscal year. Franchisor has the right to advance monies to the Brand Development Fund and subsequently obtain reimbursement of such advances out of Brand Development Fund fees collected. Except as expressly provided in this Section 9.4 Franchisor does not assume any direct or indirect liability to Franchisee with respect to the maintenance, direction, or administration of the Brand Development Fund.

9.5 **Advisory Franchisee Committee.** Franchisor has the right, in its discretion, to establish, maintain, and dissolve, an advisory committee for the purposes of obtaining franchisee input on advertising and marketing, and such other matters that Franchisor may refer to the committee for input from time to time (the "Advisory Franchisee Committee"). Franchisor will prepare the bylaws and other rules for the operation of the Advisory Franchisee Committee, which will, amongst other things, determine the number of members on the committee, and how such members will be selected.

9.6 **Location Directory.** Franchisee shall list the Location in the Rolling Bones Outdoors Location Directory and to furnish to Franchisor such information as Franchisor or its designee may request for that purpose. The Rolling Bones Outdoors Location Directory may be maintained electronically, as part of the Website or otherwise in an electronic format. Franchisee understands and acknowledges that the success and utility of the Rolling Bones Outdoors Location Directory may require that it contain information concerning menu prices and special offers; that Franchisee shall have sole discretion in determining any product prices and special offers for the Franchised Business which appears in each Rolling Bones Outdoors Location Directory; and that Franchisor assumes no liability for, nor shall Franchisor be deemed liable by reason of, any failure by Franchisee or Franchisor's other franchisees to honor any Rolling Bones

Outdoors Location Directory prices for the period during which each Rolling Bones Outdoors Location Directory is in effect.

9.7 **Advertising Cooperative.** Franchisor has the right to establish and maintain local and regional advertising cooperatives for geographic areas (each an **"Advertising Cooperative"**). Each Advertising Cooperative will use the funds it receives only for the purposes set forth in this Agreement and shall operate pursuant to policies and procedures Franchisor establishes. All System Locations in the geographic area of the Advertising Cooperative will participate in the Advertising Cooperatives on the same basis. Franchisor will provide Franchisee with written notice of the establishment of any Advertising Cooperative for the geographic area that the Franchised Business is located in, if and when an Advertising Cooperative for the geographic area is established. Each Advertising Cooperative will set its own fees, payable by each of its members. Franchisee will make those contributions either to Franchisor or directly to Franchisee's Advertising Cooperative, as Franchisor direct from time to time.

Article 10. Financial Reporting.

10.1 **Maintenance of Books and Records.** Franchisee shall, in the manner and form specified by Franchisor in the Manual or otherwise in writing, prepare on a current basis (and preserve for at least five years from the date of preparation) complete and accurate books and records using such charts of accounts as Franchisor may require, and in accordance with generally accepted accounting principles concerning Gross Revenues and all financial, operating, marketing, and other aspects of the Location and the Franchised Business, and maintain an accounting system that fully and accurately reflects all financial aspects of the Location, the Franchised Business, and Franchisee. For purposes of determining if the books and records accurately reflect the financial aspects of the Location, the Franchised Business, and Franchisee, Franchisor may require Franchisee to conduct physical inventory counts to be reconciled with the books and records. Franchisee's books and records shall include, but not be limited to, books of account, tax returns, governmental reports, daily and other periodic reports, and complete quarterly and annual financial statements (profit and loss statements, balance sheets, and cash flow statements). Franchisee's obligation to preserve such books and records shall survive the termination or expiration of this Agreement. Upon Franchisor's request, Franchisee must use such accounting firm that Franchisor may designate.

10.2 **Periodic Income Statement.** Unless automatically generated by the Franchisee's point of sale system, on or before the 20th day of the following calendar month, Franchisee shall submit to Franchisor an income statement prepared in accordance with generally accepted accounting principles (in such form and detail as Franchisor may require) that will support the computation of all amounts then due under Section 4.1 of this Agreement, provided that, Franchisor may change the date of submission of such income statement on a different day of the following calendar month to coincide with payment of fees under this Agreement, and if fees will become due under this Agreement at a different frequency than monthly, upon notice to Franchisee, Franchisor may require reports to be submitted at such frequency as to coincide with the frequency of the payment due dates. The statement shall include information for the preceding month as to

Gross Revenues, other revenues, expenses, and such other information as Franchisor may require. Any report required to be submitted hereunder shall be submitted electronically, unless another format for submission is specified by Franchisor.

10.3 **Annual Reports.** At Franchisor's request, Franchisee shall submit to Franchisor as soon as available but not later than ninety (**90**) days after the end of Franchisee's fiscal year, at Franchisee's expense, a full and complete reviewed financial statement setting forth the Gross Revenues and the computation of all amounts paid by Franchisee under Section 4.1 of this Agreement for such fiscal year. Such statement shall be prepared in such format and according to such standards as specified by Franchisor, which may include being prepared in accordance with accepted accounting principles, consistently applied, and being accompanied. Upon request, Franchisee shall provide Franchisor with a full, detailed accurate and complete Chart of Accounts utilized in the preparation of the Franchised Business' financial statements. In addition, at Franchisor's request, Franchisee shall submit to Franchisor true copies of all state sales tax returns relating to sales made at the Location at the same time the returns are filed with state authorities, and such other records as Franchisor may reasonably request, including, without limitation, state and federal income tax returns of Franchisee.

10.4 **Audits and Inspections of the Records.** Franchisor or its representatives, at Franchisor's expense, shall at all reasonable times have the right to inspect or audit the books, accounts, records, returns, and statements of Franchisee on the premises of Franchisee, such other location where they are kept, or to have such records sent to a separate location designated by Franchisor. The foregoing records may include, but are not limited to, state and federal income tax returns, credit card or any other third-party charge account statements, and any bank, savings and loan, brokerage, or other financial checking, money market, or savings account used for the Franchised Business. Franchisee shall fully cooperate with Franchisor and its representatives or agents conducting such inspections or audits and, upon request; Franchisee shall submit a written response to any issues raised in connection with said audits. In the event a discrepancy between reported Gross Revenues and actual Gross Revenues is uncovered in any audit conducted pursuant to this Article for any reporting period (monthly, quarterly, or annually), Franchisee shall promptly pay the amount determined to be owing and, if the discrepancy exceeds 2% of reported Gross Revenues, Franchisee shall reimburse Franchisor for all costs of the audit, including travel, lodging, and wages of personnel of Franchisor or third parties required to conduct such audit. Franchisee shall also promptly reimburse Franchisor for the cost of any audit (including salaries, travel, and living expenses) necessitated by Franchisee's failure to file any financial report due hereunder and any deficiency in royalties or Brand Development Fund contributions disclosed by such audit. At Franchisor's option, Franchisee shall also immediately pay to Franchisor a late charge on the understated amount due from the date such amount was due until paid at the lesser of 1.5% per month or the maximum rate permitted by applicable law. The foregoing remedies shall be in addition to any other remedies Franchisor may have. Submission by Franchisee of more than 2 written statements of Gross Revenues which under-report Gross Revenues for any reporting period by 2% or more (regardless of any subsequent cure) shall

constitute a material breach of this Agreement entitling Franchisor, at its option, the right to terminate this Agreement pursuant to Section 14.1.D. of this Agreement.

10.5 **Authorization of Financial Institutions and of Disclosure.** Franchisee hereby authorizes all banks and/or other financial institutions with which Franchisee does business to disclose to Franchisor any requested financial information in their possession relating to the Location. Franchisee further authorizes Franchisor to disclose such information to prospective franchisees and state regulatory agencies; provided that such information is not identified as relating to the Location unless required by law or regulation and then only if Franchisor requests that such identification be held in confidence.

10.6 **Use of Operations Data.** Franchisor or its Affiliates may disclose to third parties' data concerning and relating, directly or indirectly, to the Franchisee, the operations of Franchisee, and Franchisee's customers, including, but not limited to information about Gross Revenues (**"Operations Data"**). Franchisee waives any notice in connection with the disclosure of Operations Data. Franchisor or its Affiliates, will from time to time disclose to the Franchisee such operations data as it deems appropriate regarding other franchisees of Franchisor (Operations Data jointly with operations data of other franchisees, **"System Operations Data"**). Franchisor may, in its sole discretion, determine when and what System Operations Data will be disclosed, and may, without prior notice to, or consent from Franchisee, change the scope of the Systems Operations Data being disclosed to Franchisee or when it is disclosed. Systems Operations Data disclosed to Franchisee is disclosed solely for Franchisee's internal business purposes and to enable Franchisee to compare its results with those of other franchisees of Franchisor. The disclosed Operations Data and Systems Operations Data remains confidential information of Franchisor. Franchisee may not disclose Systems Operations Data to other franchisees of Franchisor, prospective franchisees of Franchisor, competitors of Franchisor, prospective purchasers of Franchisee or any of the Franchisee's assets, financial institutions, or any other third parties. The Systems Operations Data so disclosed will be based on information provided to Franchisor by its franchisees. Such information will not be verified by Franchisor or any of its Affiliates. Franchisor has no obligation to correct Systems Operations Data disclosed after it learns that it was incorrect or incomplete, or to inform Franchisee thereof.

Article 11. Proprietary Marks and Trade Secrets; Competition.

11.1 **Ownership of Proprietary Marks and System.** Franchisor is either the owner or the licensee of all Proprietary Marks. Franchisee acknowledges that ownership of all right, title, and interest in the System and all parts thereof, including, without limitation, the Proprietary Marks and the design, decor, and image of all System Locations, is and shall remain vested solely in Franchisor and/or IP Owner. Franchisee expressly disclaims any right, title, or interest therein or in any goodwill derived therefrom.

11.2 **Franchisee's Non-Exclusive Use.** The license granted hereby to use the Proprietary Marks is nonexclusive, and all such Proprietary Marks are and shall remain the property of Franchisor and/or IP Owner and Franchisee shall not

contest or challenge such ownership or validity thereof of such IP Owner. The grant of the license to use the Proprietary Marks set forth herein, is conditioned upon Franchisee's agreement that: (**a**) The Proprietary Marks shall be used only in connection with the Franchised Business and only in the manner authorized by Franchisor; (**b**) Franchisee will not use the Proprietary Marks or parts thereof as part of its entity or other legal name and will always identify itself as a Franchisee (and not as an affiliate or part of Franchisor), and will comply with all fictitious name and other statutes in connection with its use of the Proprietary Marks; (**c**) Franchisee will cooperate with Franchisor in protecting and defending the Proprietary Marks; and (**d**) Franchisee will comply with Franchisor's designations of additions, deletions, and changes in the Proprietary Marks. Franchisee's license to use the System, and any part thereof, is personal to Franchisee, and Franchisee shall not license, sublicense, or allow the System, or any part thereof, to be used by any other person, firm, or business association. All uses of the System by Franchisee inure to the benefit of Franchisor and with respect to the Proprietary Marks, to the benefit of IP Owner. Franchisee acknowledges and agrees that for purposes of protecting IP Owner's interest in the Proprietary Marks, IP Owner is a third-party beneficiary to this Agreement and Franchisee shall not challenge or contest this third-party beneficial interest.

11.3 **Changes to Proprietary Marks.** Franchisor reserves the right, in its sole discretion, to designated on or more new to designate one or more new, modified or replacement Proprietary Marks for Franchisee's use and to require Franchisee's use of any such new, modified or replacement Proprietary Marks in addition to, or in lieu of any previously designated Proprietary Marks. Franchisee must, at its expense, comply with any such directive within sixty (**60**) days following its receipt of Franchisor's written notice.

11.4 **Protection of Proprietary Marks and System.** Franchisee shall not, directly or indirectly, at any time during the Term or thereafter, do, cause, or suffer to be done any act or thing disputing, attacking, or in any way impairing or tending to impair the right, title, or interest of Franchisor or IP Owner (to the extent applicable) in the Proprietary Marks or the System. Franchisee shall immediately notify Franchisor in writing of all infringements or imitations of the Proprietary Marks of which Franchisee becomes aware, and Franchisor or IP Owner (to the extent applicable) shall exercise absolute discretion in deciding what action, if any, should be taken. Franchisee shall fully cooperate with Franchisor or IP Owner (to the extent applicable) in the prosecution of any action to prevent the infringement, imitation, or illegal use of the Proprietary Marks and agrees to be named as a party in any such action at Franchisor's request. Franchisor or IP Owner, as the case may be, shall bear any and all legal expenses incident to Franchisee's participation, at Franchisor's request, in any action to prevent the infringement or illegal use of the Proprietary Marks, except for the cost of any legal counsel separately retained by Franchisee. Except as expressly provided in this Article, Franchisor shall not be liable to Franchisee for any damages, costs, expenses, loss of profits or business opportunities, or incidental or consequential damages of any kind or nature whatsoever relating to any action involving the Proprietary Marks.

11.5 **Identification of Franchised Business.** Franchisee shall use the Proprietary Marks as the sole identification of the Franchised Business; provided, however, that in all public records and in its relationship with other persons, on stationery, business forms, checks, or as otherwise required by Franchisor, Franchisee shall indicate Franchisee's independent ownership of the Franchised Business. Franchisee shall identify the Franchised Business as being independently operated, such as "Independently owned and operated by [Franchisee] through a Franchise Agreement with RBO Agency & Advisory, Inc." or "This Rolling Bones Outdoors Location is independently owned and operated by [Franchisee] through a Franchise Agreement with RBO Agency & Advisory, Inc." Franchisee shall file so-called assumed name or doing business certificates with local or state authorities, as required by applicable law, showing its independent ownership of the Franchised Business. In no event shall Franchisee use the Proprietary Marks in connection with the sale of any product or service not authorized for sale by the Franchised Business. Franchisee shall not license, sublicense, or allow the Proprietary Marks to be used by any other person or business entity without Franchisor's prior written approval. In adopting any corporate, proprietorship, or partnership name, Franchisee shall not use the Proprietary Marks or any variation or abbreviation thereof, or any words confusingly similar thereto. Franchisee has no right to register any of the Proprietary Marks and shall not register any Proprietary Mark, or any abbreviation, acronym, or variation of any Proprietary Mark with the U.S. Patent and Trademark Office, the Canadian Intellectual Location Office, or with state, provincial, or other authorities, or to register any URL or other internet address including any Proprietary Mark, or any abbreviation, acronym, or variation of any Proprietary Mark. If it becomes advisable at any time in Franchisor's sole discretion for Franchisor and/or Franchisee to modify or discontinue use of the Proprietary Marks, and/or use one or more additional or substitute trade or service Proprietary Marks, Franchisee shall comply therewith within a reasonable time after written notice thereof is given to Franchisee by Franchisor.

11.6 **Trade Secrets.** Franchisor possesses certain Trade Secrets, and in general, methods, techniques, formats, specifications, programs, procedures, information systems, and knowledge, for the operation and franchising of the System and System Locations:

A. **Franchisor Disclosure.** Franchisor will disclose the Trade Secrets to Franchisee in furnishing Franchisee with standard plans for the Location, in the Manual and any other materials, by providing training to Franchisee hereunder, and in the performance of Franchisor's other obligations and the exercise of its other rights under this Agreement. All materials lent or otherwise made available to Franchisee by Franchisor and all disclosures made to Franchisee hereunder including, without limitation, the Manual and other confidential commercial information identified as such by Franchisor are Trade Secrets of Franchisor and shall be kept confidential and used by Franchisee only in the operation of the Franchised Business. Franchisee will not, nor permit anyone else to, reproduce, copy, access or exhibit any portion of the Manual or any other confidential or proprietary information received from Franchisor. Franchisee shall not divulge any such Trade Secrets to any person other than Franchisee's employees and then only to the extent necessary for the operation of the Franchised Business.

B. **No Acquired Interest.** Franchisee shall acquire no interest in the Trade Secrets, other than the right to utilize them in the development and operation of the Franchised Business during the Term. The use or duplication of Trade Secrets in any other business will constitute an unfair method of competition. The Trade Secrets are proprietary and are disclosed to Franchisee in confidence and solely on the absolute condition, that Franchisee (**i**) will not use the Trade Secrets in any other business or capacity other than in Franchisee's Franchised Business pursuant to this Agreement; (**ii**) will maintain the absolute confidentiality of the Trade Secrets during and after the Term hereof; (**iii**) will not make unauthorized copies of any portions of the Trade Secrets disclosed in written or electronic form, including, without limitation, any recipes, plans, the Manual, bulletins or supplements, and additions thereto; and (**iv**) will operate and implement all reasonable procedures prescribed by Franchisor or otherwise necessary or appropriate to prevent the unauthorized use and disclosure of the Trade Secrets. Franchisee shall immediately notify Franchisor of any unauthorized use of disclosure of the Manual or any of the Trade Secrets or if the Manual or any other materials containing any Trade Secrets are lost or stolen.

C. **Exceptions.** The foregoing restrictions on Franchisee's disclosure and use of Trade Secrets shall not apply to information, processes, or techniques that are or become generally known and used by other similar lodging concepts, other than through disclosure (whether deliberate or inadvertent) by Franchisee, and disclosure of Trade Secrets in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, provided, Franchisee shall have used Franchisee's best efforts, and shall have afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

11.7 **Owners and Others Covered by Article 11.** Unless the context otherwise requires, the term "Franchisee" as used in this Article 11 shall include, individually and collectively, all partners, officers, directors, and managers of Franchisee, and Owners or holders, directly or indirectly (and any partners, officers, directors, and managers of any such holder), of 5% or more of the beneficial interest in Franchisee.

11.8 **Confidentiality Agreements.** At Franchisor's request, Franchisee shall require and obtain execution of a Confidentiality Agreement in a form acceptable to Franchisor, (including a Confidentiality Agreement applicable upon the termination of a person's relationship with Franchisee) from any or all of the following persons: (a) all officers, directors, and holders of a beneficial interest of 5% or more of the securities of (i) Franchisee and (ii) any corporation directly or indirectly controlling Franchisee, if Franchisee is a corporation; (b) the general partners and any limited partners (including any corporation or other entity, and the officers, directors, and holders of a beneficial interest of 5% or more of the securities of such corporation or other entity which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership; (c) the managers and members (including any corporation or other entity, and the officers, directors, and holders of a beneficial interest of 5% or more of the securities of any corporation or other entity which controls, directly or indirectly, any member or

manager), if Franchisee is a limited liability company; and (d) all of Franchisee's employees. Failure by Franchisee to obtain execution of the Confidentiality Agreement required by this Article, or to deliver such Confidentiality Agreement to Franchisor, shall constitute a material breach of this Agreement.

11.9 **Designated Manager Confidentiality Obligations.** Franchisee shall require every person employed as Designated Manager of the Franchised Business to devote full time to such employment and to agree in writing to be bound by the restrictions set forth in this Article. Franchisee shall also take all reasonable steps to require other employees to be bound by the confidentiality provisions of this Article. Upon Franchisor's request, Franchisee shall promptly provide copies of all such agreements to Franchisor.

11.10 **Proprietary Marks in Electronic Commerce.** All use of the Proprietary Marks in electronic commerce, which includes all forms of electronic or computer communication, including all Online Presence, must comply with the requirements set forth in the Manual. Franchisor may require that various types of marketing or advertising utilize a specific template or format. Franchisee must provide Franchisor with copies of all proposed applications for registrations of any of the Proprietary Marks or any variation thereof for use in and for electronic commerce, including Franchisee's website address, domain name and any other individual franchisee Online Presence. Franchisee must obtain Franchisor's prior written approval to file any such application, which Franchisor may withhold in its sole discretion. Upon expiration or termination of this Agreement, Franchisee agrees to transfer its website addresses and domain names to Franchisor upon Franchisor's written request. Franchisee will not receive any compensation for such transfer.

11.11 **Revisions of Article 11 and Injunctive Relief.** In the event any provision of this Article is deemed by a court of competent jurisdiction to be more restrictive than permissible at law or equity, then Franchisee agrees that the provisions hereof may be reformed and modified and enforced by such court to the maximum extent permissible under applicable law and principles of equity. Franchisee agrees that specific performance and injunctive relief are necessary and appropriate remedies for violations of this Article and agrees to the enforcement of such remedies, but without prejudice to the right of Franchisor to recover money damages, which are in no event a full and adequate remedy for such violations.

11.12 **Covenant Not to Compete.** Franchisee acknowledges the uniqueness of the System and that Franchisor is making its knowledge, know-how, and expertise available to Franchise for the purpose of operating the Franchised Business only at the Approved Location in the Protected Store Territory. Franchisee agrees that it would be an unfair method of competition for Franchisee to duplicate, or to allow others to use or duplicate, any of the knowledge (including vendor and outfitter contacts), know-how, or expertise for any reason other than the operation of the Franchised Business under this Agreement. Franchisee further recognizes the importance of devoting substantial time and energy to the Franchised Business. Therefore, Franchisee agrees that:

A. During the Term Franchisee shall not compete with Franchisor and/or the System by being associated directly or indirectly as an owner, shareholder, officer, director, employee, consultant, franchisor, licensor, manager,

franchisee, licensee, or otherwise, in or with any Competing Business (except another System Location); provided, passive ownership of less than five percent (**5%**) of the outstanding voting securities of a publicly held corporation (which for purposes of this Agreement means a corporation registered under the **Securities Exchange Act of 1934**) shall not be deemed a violation of this Article. Notwithstanding the foregoing, Franchisee's Adventure Advisors may be located anywhere in the U.S., and using Adventure Advisors located outside of the Protected Store Territory will not constitute a violation of this subsection.

B. For a period of two (**2**) years following the transfer (by Franchisee or by an Owner signing an Owner's Acknowledgement to this Agreement), expiration, or termination of this Agreement for any reason, Franchisee shall not compete with Franchisor and/or the System by being associated directly or indirectly as an owner, shareholder, officer, director, employee, consultant, franchisor, licensor, manager, franchisee, licensee, or otherwise, in or with any Competing Business (except a System Property) anywhere within thirty (**30**) miles of any System Location; provided, passive ownership of less than five percent (**5%**) of the outstanding voting securities of a publicly held corporation (which for purposes of this Agreement means a corporation registered under the **Securities Exchange Act of 1934**) shall not be deemed a violation of this Article. If Franchisee is in breach of this Section following the transfer, expiration or termination of this Agreement (including by continuing to operate the Location as a System Location after the Agreement has expired or terminated), the period of duration for the obligation set forth herein will be tolled until the resolution of any enforcement action taken by Franchisor against Franchisee to enforce this Section. The Franchisee covenants that it will not, for a period of two (**2**) years after the expiration, non-renewal or termination of this agreement, regardless of the cause of termination, or within two (**2**) years of the sale of the Location or any interest in the Franchisee, solicit business from customers of the Franchisee's former Franchised Business or from any national accounts, or contact any of Franchisor suppliers or vendors for any competitive business purpose, or solicit any of its former Franchised Business' key or executive levels employees, or the key or executive-level employees of any franchised business operated by another franchisee, Franchisor or its Affiliates to discontinue employment.

Article 12. Insurance and Indemnity.

12.1 **Insurance.** During the Term, Franchisee shall comply with all insurance requirements of any lease, mortgage, or deed of trust covering the Location as well as all insurance requirements of Franchisor as set forth in the Manual or as otherwise communicated and required by Franchisor from time to time. All insurance shall be procured at the earliest possible time that Franchisee has an insurable interest with respect thereto, but in no event later than the Opening, and shall be written by insurance companies with an A.M. Best rating of A-VI or greater. As of the Effective Date, at a minimum, Franchisee shall maintain the following:

A. **Public/General Liability Coverage**. Comprehensive coverage $1 million per occurrence, $2 million aggregate limit and $100,000 damage to rented premises per occurrence.

B. **Personal Injury Coverage**. $5,000 per person medical benefits.

C. **Personal And Advertising Injury**. $1 million.

D. **Property Damage Coverage (replacement cost)**. All perils coverage to personal property contained in the Location as well as outside (i.e., landscaping, signage, etc.). One hundred percent of the full replacement cost. The amount will vary from franchisee to franchisee, but the minimum coverage should be $200,000 or the investment the franchisee has made in leasehold improvements, furniture, equipment, inventory, signage, etc.

E. **Employee Dishonesty**. $10,000 for one loss.

F. **Cyber Liability Coverage**. $250,000 for all first and third-party data breaches including identity theft, ransomware and data response/crisis management expenses.

G. **Umbrella Coverage**. $1,000,000 per occurrence.

H. **Vehicle Coverage**. Coverage for any vehicles used in the franchised business – whether owned or non-owned. $1 million combined single limit per accident. The franchisee should also be required to follow state requirements for underinsured or uninsured coverage.

I. **Business Interruption Coverage**. Insurance to recover lost income for up to 6 months in the event the franchised business is unable to operate.

J. **Workman's Compensation**. For the franchisee, the coverage will be the minimum as required by the state in which the franchisee is located.

12.2 **Waiver of Subrogation and Additional Insureds.** All policies of insurance specified herein shall contain a provision or endorsement whereby the insurers waive any rights of subrogation against the Indemnitees. The insurance policies required by subparts (b), (c), and (e) of Section 12.1, shall name the Indemnitees as additional insureds and such policies shall apply on a primary and non-contributory basis to any insurance maintained by the Indemnitees. Upon execution of this Agreement, Franchisee shall deliver Certificates of Insurance to Franchisor evidencing Franchisee's compliance with the insurance requirements herein. An updated Certificate of Insurance shall be provided any time a policy required herein is renewed or a carrier is changed. Franchisee shall provide Franchisor with notice of cancellation of any insurance policy required herein promptly after receiving such notice from its respective insurance carrier(s). Franchisor shall have the option, at any time during the Term, to request and examine complete policies of insurance from Franchisee.

12.3 **Sufficiency of Insurance Not Guaranteed.** Franchisee acknowledges and understands that Franchisor makes no representation or warranty with respect to the adequacy or sufficiency of the insurance required under this Article, and that Franchisee shall have the sole responsibility to determine whether additional insurance or higher limits are appropriate. Franchisee should consult with its own insurance agents, brokers, attorneys or other insurance advisors to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required herein. Franchisor's review and verification of certain elements of the franchisee's insurance does not in any way reduce or eliminate Franchisee's obligations to fully comply with all insurance requirements. It is Franchisee's sole obligation to fully comply with these insurance requirements and it is Franchisee's sole obligation to confirm with its insurance providers that its policies are in compliance.

12.4 **Franchisor's Right to Obtain Insurance.** If Franchisee does not obtain and maintain the insurance coverage required by this Agreement, as revised by the Manual or otherwise in writing, Franchisor may, but shall not be obligated to, procure such insurance, and the cost or expense thereof, together with a fee equal to 10% of the insurance premiums paid by Franchisor to off-set Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon demand.

12.5 **Indemnity.** Franchisee shall release, defend, indemnify, and hold the Indemnitees harmless from and against any and all fines, damages, legal fees, costs, expenses, and other liabilities suffered or incurred by the Indemnitees by reason of any actual or threatened claim, demand, lawsuit, tax, penalty, investigation, or other proceeding (**"Claim"**) (even where Indemnitee's negligence or other wrongful conduct is alleged) arising directly or indirectly from, as a result of, or in connection with (**a**) any application submitted to Franchisor, (**b**) the development, construction, operation, condition, use, occupancy, or sale of the Location or Franchised Business, (**c**) any occurrence at or on the Location, or any other place where the Franchised Business is operated, permanently or temporarily, (**d**) any environmental matters of any kind pertaining to the Location, (**e**) any breach of any terms or provisions of this Agreement by Franchisee, and/or (**f**) any offering of securities, units, or other ownership interests of Franchisee, including, without limitation, the violation of any federal and/or state securities laws. Notwithstanding the foregoing, Franchisor shall have the right, through counsel of its choice, to control the defense of any matter to the extent Franchisor reasonably determines that such matter may have a significantly adverse effect on any of the Indemnitees. Franchisee's indemnity obligations under this Agreement shall survive the expiration or other termination of this Agreement and shall be in addition to all other rights and remedies of Franchisor. Franchisee's obligations to indemnify Franchisor under this Article shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of its obligation to maintain insurance relieve Franchisee of liability under this indemnity provision or be construed to be a limitation on the amount of Franchisee's indemnity obligations. The right of the Indemnitees to indemnity under this Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on the Indemnitees by statute, ordinance, regulation, or other law; provided, however, that Franchisee shall not be required to indemnify the Indemnitees from any Claim to the extent proven or agreed between the parties to

have been caused by the sole or gross negligence or willful misconduct of the Indemnitees.

Article 13. Transfer of Interest or Management.

13.1 **Transfer by Franchisor.** Franchisor shall have the right to transfer or assign all or any part of this Agreement, or all or any of its rights or obligations herein to any person or legal entity and any assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment.

13.2 **Transfer by Franchisee.** This Agreement is not transferable by Franchisee except as permitted herein. The rights and duties set forth in this Agreement are personal to Franchisee and are granted in reliance on the individual and collective business skill, financial capacity, and personal character of Franchisee and its Owners. Accordingly, neither this Agreement, nor the license granted hereunder, nor any part or all of any Owner's direct or indirect ownership interest in Franchisee, the Location, nor a substantial portion of the Location's assets (collectively, the **"Franchised Interests"**), may be transferred by Franchisee without Franchisor's prior written approval, and then only in accordance with the provisions of this Agreement. Any purported Transfer by Franchisee, whether by operation of law or otherwise of the Franchised Interests, which is not permitted hereunder, shall be null and void ab initio, but shall constitute a material breach of this Agreement, for which Franchisor may then terminate in accordance with Section 14.1.B. without opportunity to cure.

13.3 **Grant of Security Interests.** Franchisee shall grant no security interest, lien, mortgage, or deed of trust on any or all of the real estate of, or any of the FF&E at, the Location without the prior written consent of Franchisor and then only if the secured party, lien holder, mortgagee or beneficiary of the deed of trust provides Franchisor with a non-disturbance agreement or comfort letter as to such real estate and/or FF&E of the Franchised Business in form and substance reasonably acceptable to Franchisor.

13.4 **Transfer from Individual Franchisee to Entity.** In the event that Franchisee is an individual and proposes, subsequent to the execution of this Agreement, to transfer this Agreement to a corporation, partnership, or limited liability company formed by Franchisee, Franchisor's consent to such transfer shall be conditioned upon satisfaction of and compliance with Section 7.18 of this Agreement and to the following additional requirements:

A. **Voting Interests**. Franchisee shall be the owner of all of the voting stock, interests, or units of the corporation, partnership, or limited liability company; and, if Franchisee is more than 1 individual, each individual shall have the same proportionate ownership interest in the corporation, partnership, or limited liability company as he or she had in Franchisee prior to the transfer.

B. **Guarantees.** All transferors shall execute a written agreement personally guaranteeing the full payment and performance of Franchisee's obligations to Franchisor from the date of transfer and agreeing to be bound by all the terms and conditions of this Agreement.

13.5 **Right of First Refusal.** Any transfer of any or all ownership interest, control, or voting rights in Franchisee or of any or all of the assets of Franchisee, which assets include this Agreement, except for a transfer made under Section 13.4, shall be subject to Franchisor's right of first refusal to such interest or assets (**"Right of First Refusal"**). Except in the event of a transfer pursuant to Section 13.4, if Franchisee or any of its Owners receive a bona fide offer for the sale of any or all ownership interest in Franchisee or of any or all of the assets of Franchisee, which assets include this Agreement, they shall notify Franchisor of the offer. Franchisor (or its designee) shall have the right for a period of thirty (30) days after the notice is submitted together with all other information requested by Franchisor to exercise a right of first refusal and substitute itself for the proposed transferee in the transaction. If Franchisor declines to do so and there is any change in the terms and conditions of the proposed transaction or the proposed transferee, Franchisee shall promptly notify Franchisor, and Franchisor (or its designee) shall have the further right to exercise its right of first refusal over the revised transaction for a period of thirty (30) days. Should Franchisor (or its designee) exercise this right of first refusal, Franchisor (or its designee) shall have not less than an additional sixty (60) days to close the transaction, and Franchisor shall have the right to substitute cash for any alternative form of consideration contemplated by the proposed transaction, if such substitution does not materially and adversely affect the tax impact of such proposed transaction on the Owners of the Franchisee. If Franchisor does not exercise its right of first refusal, Franchisee or the transferring Owners may make a transfer on the terms and conditions of the offer considered by Franchisor, if Franchisee and its Owners have complied with all of the provisions of this Article. If the parties disagree on whether the offered purchase price for the transferred interest or assets is below fair market value, the parties shall choose an appraiser to determine the fair market value. If the parties cannot agree on one appraiser each party shall choose one appraiser and the two appraisers so chosen shall choose a third appraiser whose appraisal of the fair market value shall be determinative.

13.6 **Death or Incapacity.** Upon Franchisee's death or Incapacity, or, if Franchisee is a corporation, partnership, or limited liability company, upon the death of an Owner of a Controlling Interest or upon the determination by Franchisor that the Owner of a Controlling Interest is Incapacitated, Franchisee's or such Owner's executor, administrator, conservator, guardian, or other legally appointed personal representative must transfer Franchisee's interest in this Agreement or the Owner's interest in Franchisee to a third party. Such disposition of this Agreement or the interest in Franchisee of an Owner of a Controlling Interest (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed one (**1**) year from the date of death or Incapacity, and will be subject to all of the terms and conditions applicable to transfers contained in this **Article 13**. A failure to transfer Franchisee's interest in this Agreement or the interest of an Owner of a Controlling Interest in Franchisee within this period of time constitutes a breach of this Agreement. Adequate provision must be made, in the sole discretion of Franchisor, for management of the Location during such period. Franchisee's interest in this Agreement or any Owner's interest in Franchisee which is an entity may, with Franchisor's consent, which will not be unreasonably withheld, be transferred to the decedent's spouse, parent, sibling, or direct descendant or to spouse's direct descendant.

13.7 **Temporary Management in Case of Death or Incapacity.** If, upon Franchisee's death or Incapacity, or upon the death or Incapacity of an Owner of a Controlling Interest in Franchisee, Franchisee's or the Owner's executor, administrator, conservator, guardian, or other legally appointed personal representative must within a reasonable time, not to exceed 30 days from the date of death or declaration of Incapacity, appoint an approved management company to operate the Franchised Business. Such an approved management company may be appointed only with Franchisor's prior written approval and will be required to complete training at Franchisee's expense. Pending the appointment of an approved management company as provided above or if, in Franchisor's judgment, the Franchised Business is not being managed properly at any time after Franchisee's death or declaration of Incapacity or after the death or declaration of Incapacity of an Owner of a Controlling Interest in Franchisee, Franchisor has the right, but not the obligation, to appoint a Designated Manager or management company for the Franchised Business. All funds from the operation of the Franchised Business during the management by Franchisor's appointed Designated Manager or management company will be kept in a separate account, and all expenses of the Franchised Business, including compensation, other costs, and travel and living expenses incurred by the management company, will be charged to this account. Franchisor also has the right to charge a reasonable management fee (in addition to the Royalty Fee and Brand Development Fund Fee payable under this Agreement) during the period that Franchisor's appointed Designated Manager or management company manages the Franchised Business. Operation of the Franchised Business during any such period will be on the transferee's behalf, provided that Franchisor only has a duty to utilize commercially reasonable efforts and will not be liable to Franchisee or its Owners for any debts, losses or expenses, or obligations incurred by the Franchised Business or to any creditors for any products, materials, supplies, or services the Franchised Business purchases during any period it is managed by Franchisor's appointed Designated Manager or management company. The transferee will remain solely responsible for maintaining the Franchised Business during any period in which Franchisor's appointed Designated Manager or management company is managing the Franchised Business on the transferee's behalf.

13.8 **Public and Private Offerings.** Securities, units, or other ownership interests in Franchisee may be offered by public or private offering, or otherwise, only with the prior written consent of Franchisor (whether or not Franchisor's consent is required under Section 13.2 of this Agreement). If Franchisee requests consent for a public offering Franchisor may grant or withhold its consent in its sole discretion based solely upon what Franchisor deems to be in its best interests. If Franchisee requests consent for a private offering, Franchisor will not unreasonably withhold its consent. All materials required for such offerings by federal or state law shall be submitted to Franchisor for review prior to their being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No Franchisee offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of Franchisee or Franchisor securities, and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisee and the other participants in the offering must fully indemnify

Franchisor in connection with the offering. For each proposed public offering, Franchisee shall pay to Franchisor a fee of Twenty-Five Thousand Dollars and No Cents (**$25,000.00**), or such higher amount that covers Franchisor's reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal fees, accounting fees, and fees for other advisors. Franchisor at its discretion may either retain or refund any unused portion of such fee. For each private offering of securities, Franchisee shall pay to Franchisor a fee of Ten Thousand Dollars and No Cents (**$10,000.00**) or such higher amount that covers Franchisor's reasonable costs and expenses associated with reviewing the proposed private offering, including, without limitation, legal fees, accounting fees, and fees for other advisors. Franchisor at its discretion may either retain or refund any unused portion of such fee. Franchisee shall give Franchisor written notice at least ninety (**90**) days prior to the date of commencement of any public offering and at least thirty (**30**) business days prior to the date of commencement of any private offering or other transaction covered by this Section 13.8.

13.9 **Minority Transfers to Employees.** Notwithstanding any provision to the contrary contained in this Article, Franchisee may transfer not more than an aggregate of twenty-five percent (**25%**) of the outstanding voting shares, units, or ownership interests of a Franchisee operating as a corporation, partnership, or limited liability company to employees of Franchisee who are actively engaged in the Franchised Business operations, if such transfers, alone or together with other previous, simultaneous, or proposed transfers, do not have the effect of a Change of Control in Franchisee. The ownership of such shares, units, or ownership interests by such employees will be subject to all of the terms and conditions of this Agreement, including, without limitation, this Article 13 and Article 11 of this Agreement. Franchisee shall provide Franchisor with written notice of any such proposed transfer and all pertinent information regarding the same not later than thirty (**30**) days prior to the proposed date of transfer.

13.10 **Conditions to Transfers.** Franchisor shall not unreasonably withhold any consent required under this Article 13; provided, that Franchisor shall have the right to require any or all of the following as conditions of its approval of a Transfer, that:

A. **Application.** Except for a Transfer pursuant to Sections 13.3, 13.4, 13.7, 13.8 and 13.9, each proposed transferee shall be required to submit an application for a new license. Franchisor will process such application in accordance with Franchisor's then-current procedures, criteria, and requirements regarding fees, upgrading of the Location, credit, operational abilities and capabilities, prior business dealings, and other factors Franchisor deems reasonable.

B. **General Release.** Each transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, successors, and assigns, including, without limitation, claims arising under this Agreement, and any other agreement between Franchisee and Franchisor or its Affiliates.

C. **Guarantee**. That the transferee or its owners shall guarantee, in a form satisfactory to Franchisor, the performance of all obligations of the Franchisee from the date of Transfer.

D. **Change of Control**. That if the proposed Transfer would result in a Change of Control of Franchisee, the transferee shall execute the then-current form of Franchise Agreement being offered to new Franchisees for the full term. The transferee shall execute such other ancillary agreements required by Franchisor for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty and/or advertising fee.

E. Franchisee will pay the following transfer fee: (**i**) if the Transfer is between the existing Owners of Franchisee or if the Transfer will not result in a Change of Control, Two Thousand Dollars and No Cents (**$2,000.00**); (**ii**) if the Transfer is to a franchisee or owner of an existing franchisee of the System, an amount equal to fifty percent (**50%**) of the then current initial franchise fee; and (**iii**) if the Transfer is to a party that is new to the System, an amount equal to eighty-five percent (**85%**) of the then current initial franchise fee. Such fee is in lieu of any application fee or Initial Franchise Fee normally required under a new Franchise Agreement and is intended to reimburse Franchisor for reasonable fees and expenses incurred by Franchisor in facilitating the proposed Transfer.

F. That if a proposed Transfer would result in a Change of Control of Franchisee, Franchisee or transferee at its expense upgrades the Location to conform to the then current System standards and specifications and completes the upgrading and other requirements within the time specified by Franchisor.

G. That all monetary obligations of Franchisee hereunder shall be paid in full on a current basis, and Franchisee must not be otherwise in default of any of its obligations hereunder including, without limitation, its reporting obligations.

H. If a proposed Transfer would result in a Change in Control of Franchisee, and if so requested by Franchisor after Franchisor has conducted a property inspection, transferor, at its expense, shall upgrade the Franchised Business to conform to the then current standards and specifications of new Properties then-being established in the System, and shall complete the upgrading and other requirements set forth in this section within the time specified by Franchisor.

I. That the transferor shall continue to be bound by, and remain liable for all of the obligations to Franchisor in connection with the Franchised Business that arose prior to the effective date of the Transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

J. If a proposed Transfer would result in a Change of Control of Franchisee, at Franchisee's expense, the transferee, or, if the transferee is a business entity, one of its owners, shall complete to Franchisor’s satisfaction all training programs required by Franchisor upon such terms and conditions as

Franchisor may reasonably require, including the payment of a fee for attendance at such training programs (The transferee shall be responsible for the salary and all expenses of the person who attends training);

If the proposed Transfer is not approved by Franchisor and Franchisee proceeds to transfer the Location, the Franchised Business, or securities, units, or other ownership interests in Franchisee to any proposed new owner, then this Agreement shall terminate pursuant to **Article 14** hereof and Franchisor will be entitled to all of its remedies. Neither the Agreement, nor any rights hereunder shall be transferable in the event that the Franchisee is in default under the Agreement.

13.11 **No Waiver of Claims.** Franchisor's consent to a Transfer by Franchisee of any interest in the license granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

Article 14. Default and Termination.

14.1 This Agreement may not be terminated prior to the expiration of its term except as provided in this Article. Termination of this Agreement shall not relieve Franchisee of any unfulfilled obligations to Franchisor created hereunder unless it is so agreed by Franchisor in writing. This Agreement may be terminated as follows:

A. Upon the mutual agreement of the parties in writing to a termination.

B. At Franchisor's option, effective immediately upon the giving of written notice to Franchisee, in the case Franchisee does not maintain any and all licenses relating to firearms (including a Type 1 FFL), supressors, or related parts, or other licenses required for the operation of the Franchised Business, or if Franchisee sells any fire arms, supressors or related gears or products, or ammunition in violation of applicable law, or if the Franchised Business or Franchisee (i) fails to submit a site application, commence construction of the Location, complete construction of the Location, or open the Franchised Business and Location and commence operations within the time schedule established under **Article 5** of this Agreement; (ii) ceases to operate the Franchised Business or otherwise abandons the business, or forfeits the legal right to do business in the jurisdiction where the Location is located; (iii) is convicted of a felony or other crime involving moral turpitude, consumer fraud, or crime or offense Franchisor believes is likely to have an adverse effect on Franchisee's ability to carry out the duties imposed by this Agreement or to have an adverse effect on the System and the goodwill associated therewith; (iv) transfers (including transfers following death or Incapacity) of any rights or obligations in violation of the terms of Article 13 of this Agreement; (v) misuses or discloses confidential information in violation of Article 11 of this Agreement; (vi) knowingly makes any false statements in any report or document submitted to Franchisor; (vii) submits more than two written statements of Gross Revenues which under-report Gross Revenues for any reporting period by 2% or more; (viii) suffers a final judgment to remain unsatisfied or of record for thirty (30) days or longer (unless superseded as bond is filed), or has execution levied against Franchisee's business or property, or any suit is filed to foreclose

any lien or mortgage against the premises or equipment and not dismissed within thirty (30) days; (ix) becomes insolvent or has a receiver appointed to take possession of Franchisee's business or property or any part thereof or makes a general assignment for benefit of creditors; (x) engages in public conduct that reflects materially and unfavorably upon the operation of the System, the reputation of the System, or the goodwill associated with the Proprietary Marks; provided that engaging in legitimate political activity (including testifying, lobbying, or otherwise attempting to influence legislation) shall not be grounds for termination; (xi) is in default under any other franchise agreement or other agreement with Franchisor or any of its Affiliates which is not curable, or, if such default is curable, has not cured such default within the applicable cure period; or (xii) or any Affiliate defaults under any franchise agreement or other agreement with Franchisor or any of its Affiliates which is not curable, or if such default is curable, has not cured such default within the applicable cure period.

C. At Franchisor's option, without notice, in the event Franchisee shall become bankrupt or become subject to a proceeding under any chapter of the United States Bankruptcy Code, unless Franchisee shall: (**i**) timely undertake to reaffirm the obligations under the Agreement, (**ii**) timely comply with all conditions as legally may be imposed by Franchisor upon such an undertaking to reaffirm the Agreement, and (**iii**) timely comply with such other conditions and provide such assurance as may be legally required in or under relevant provisions of the United States Bankruptcy Code; provided, however, that the parties acknowledge that this Agreement constitutes a personal services contract made in reliance on the qualifications and personal characteristics of Franchisee and its directors, officers, managers, shareholders, members, or partners, as the case may be, and in the expectation of a material degree of personal involvement in the management and operation of the Franchised Business, and consequently, the parties agree that any attempt by any other party, including a trustee in bankruptcy or any other third party, to assume or accept a transfer or assignment of this Agreement shall be void, and that in no event shall this Agreement or any rights or duties of Franchisee hereunder, be transferred to any individual or entity who does not comply with all requirements for transfer specified in this Agreement.

D. At the election of Franchisor, effective upon the expiration of thirty (**30**) days after giving of written notice ten (**10**) days in the case of non-payment of any Payment or other financial obligation), in the event Franchisee defaults, and does not cure to Franchisor's reasonable satisfaction within the thirty (**30**) day (or ten (**10**) day) notice period, in the performance of any other covenant or provision of this Agreement, including without limitation, the obligation to pay when due any financial obligation to Franchisor, the obligation to make reports and provide information when due hereunder, or failure to maintain any of the standards or procedures prescribed for the Franchised Business in this Agreement, the Manual, or otherwise; provided, however, that Franchisee shall be entitled to notice and opportunity to cure any such default only once in any (six) (**6**) month period, and any subsequent occurrence of the same or substantially similar default within such six (**6**) month period shall entitle Franchisor, at its option, to terminate this Agreement effective immediately upon the giving of notice and without opportunity to cure.

14.2 **Forbearance is Not Waiver.** No forbearance of Franchisor from asserting any default or giving any permitted notice of termination shall constitute a waiver of such default or right to terminate or an estoppel against such right as to any continuing default or subsequent occurrence of a default, whether similar or dissimilar in nature to the prior default. The rights of Franchisor to terminate this Agreement are in addition to, and not in lieu of, other remedies available at law or equity for defaults by Franchisee in the payment and performance of its obligations hereunder.

14.3 **Purchase Option.** Upon termination or expiration of this Agreement for any reason after Opening, Franchisor will have the option, exercisable by giving written notice to Franchisee within thirty (**30**) days from the effective date of termination or expiration, to purchase the Franchised Business and assume any or all of Franchisee's agreements relating to the Franchised Business. Assets of the Franchised Business will include without limitation, site agreements, leasehold improvements, FF&E, inventory and assignable licenses. Franchisor will have the right to assign this option. Franchisor or its assignee will be entitled to all customary warranties, representations and pro rations in connection with its asset purchase. Franchisee shall cooperate with Franchisor in obtaining any necessary lessor or other consents.

A. Once Franchisor gives notice that it will purchase the assets of the Franchised Business, it shall have the right immediately to take over the operation of the Franchised Business. From the date Franchisor takes over the Franchised Business to the date of closing the purchase of such assets, Franchisor shall be entitled to use revenues of the Franchised Business to operate the Franchised Business and to retain as its management fee the amount set forth in Section 14.5 (Temporary Management).

B. The purchase price for the assets of the Franchised Business shall be determined as follows: each party shall appoint one appraiser within fifteen (**15)** days of Franchisor's notice, and each of the two appraisers shall independently of the other determine the purchase price. If the higher of the two prices does not exceed the lower by more than ten percent (**10%**) of the lower price, the purchase price shall be one hundred and five percent (**105%**) of the lower purchase price. If the higher of the two prices exceeds the lower by more than 10% of the lower price, the two appraisers shall select a third appraiser, who shall determine the purchase price. Each appraiser shall determine the purchase price within thirty (**30**) days of his or her appointment. All the appraisers must be members of the Appraisal Institute. If the purchase price is not acceptable to Franchisor, it may withdraw its offer to purchase by written notice to the Franchisee. Franchisor shall have ten (10) business days from the determination of the final purchase price, to determine whether to purchase the Franchised Business assets.

C. C. The purchase price shall be paid in cash at the closing of the purchase, by means of check, wire transfer or electronic funds transfer, which shall take place no later than ninety (**90**) days after Franchisee's receipt of notice of Franchisor's exercise of the option to purchase, at which time Franchisee must deliver instruments transferring to Franchisor or its assignee: (**1**) good and marketable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or

its assignee), with all sales and other transfer taxes paid by Franchisee; and (**2**) all licenses to the Franchised Business and/or permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale shall be accomplished through an escrow. Franchisor will have the right to set off against and reduce the purchase price by any and all amounts owed by Franchisee to Franchisor, the amount of any encumbrances or liens against the assets, and any liability of Franchisee assumed or paid for by Franchisor.

14.4 **Franchisor's Alternative Remedies Upon Franchisee's Default.**

A. **Franchisor's Permitted and Authorized Actions**. In addition to, and without limiting Franchisor's other rights and remedies under this Agreement, any other agreement or applicable law, if Franchisee's default is such that, in Franchisor's sole judgment, the Franchised Business does not fairly represent the quality and standards of the System, Franchisor may, and Franchisee hereby authorizes Franchisor to temporarily in lieu of termination, either upon the occurrence of any default or upon Franchisee's failure to cure such default elect, in Franchisor's sole discretion and upon written notice to Franchisee, take any or all of the following actions without terminating this Agreement until such time as Franchisor confirms in writing that such default has been cured: (**1**) temporarily remove or limit information concerning the Franchised Business from any Online Presence for the Rolling Bones Outdoors network, other marketing channels, and/or restrict Franchisee's participation in other programs or benefits offered on or through any such Online Presence; (**2**) temporarily suspend Franchisee's right to participate in any advertising, marketing, promotional, or public relations programs that Franchisor or the Brand Marketing Fund provides, authorizes, or administers; (**3**) withhold the provision of any services required to be performed by Franchisor under this Agreement for a period of time determined by Franchisor in its sole discretion, including limiting access to the booking management system; (**4**) assess a non-compliance fee in the amount of Five Hundred Dollars and No Cents (**$500.00**) per incident of non-compliance per day such non-compliance continues, in order to compensate Franchisor for damage to the reputation of Proprietary Marks and the entire System; and (**5**) at Franchisee's expense, require Franchisee, Franchisee's Owners and/or Designated Manager to attend and successfully complete System training designated by Franchisor.

B. **Continued Payment of Fees**. Because fees charged by Franchisor for access to any Online Presence and other marketing channels are generally set to cover the cost of the channels and charged on a pro rata basis, Franchisee shall continue to pay such fees, so that Franchisee's default does not negatively impact other Franchisor franchisees. Franchisor's exercise of any of the alternatives to termination set forth in this Article will not constitute a waiver of Franchisor's right to terminate this Agreement due to the underlying default and Franchisor may at any point exercise such right, in spite of having exercised its rights under this Article.

14.5 **Temporary Management by Franchisor.** In the event of any default under this Agreement, in order to prevent any interruption of the Franchise Business, which Franchisee acknowledges would cause harm to the Franchised Business

and the System, Franchisee authorizes Franchisor or its agents and Affiliates to operate the Franchised Business for so long as Franchisor deems necessary and practical in Franchisor's sole discretion. All income from the operation of the Franchised Business will be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses of Franchisor and its agents, in an amount equal to Five Hundred Dollars and No Cents (**$500.00**) per Franchisor representative per day, plus travel, lodging and related expenses, will be charged to this separate account. Nothing in this Section is intended to require Franchisor to operate the Franchised Business in the event of Franchisee's inability, and the rights described in this Section may be exercised or not exercised in Franchisor's sole and absolute discretion.

Article 15. Obligations Upon Termination.

15.1 Upon expiration or termination of this Agreement for any reason:

A. **Termination of Franchise Agreement**. All rights granted hereunder to Franchisee shall terminate;

B. **Cessation of Operations**. Franchisee shall immediately and permanently cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a Franchisee of Franchisor;

C. **Discontinue Use Of Proprietary Marks**. Franchisee shall immediately and permanently discontinue the use of all Proprietary Marks, all similar names and marks, or any other designations or marks indicating or tending to indicate that Franchisee is or was a Franchisee of Franchisor. Franchisee shall promptly amend or terminate any filings or registrations with any governmental authorities containing or pertaining to the use of Franchisor's name and Proprietary Marks. Franchisee shall not promote or advertise the fact that it was formerly a Franchisee of Franchisor;

D. **Surrender of Franchise Listings**. Franchisee shall surrender and transfer to Franchisor or its designee any and all rights to use the telephone numbers, other business listings, and social media accounts and all other accounts and pages in any form of Online Presence used by Franchisee for the Franchised Business. Franchisee agrees to cooperate and execute any and all documents required to affect transfer of the telephone numbers and other business listings from Franchisee to Franchisor or its designee.

E. **Turnover of Materials**. Franchisee shall immediately turn over to Franchisor all materials, including, without limitation, the Manual (in whatever form Franchisee may have) and all other manuals, all customer and supplier lists, marketing materials, recipes, instructions, any Online Presence references and brochures, and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession, custody, or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of the foregoing, excepting only Franchisee's copy of this Agreement and of any correspondence between the parties, and any other

documents which Franchisee reasonably needs for compliance with any provision of law;

F. **Discontinued Use Marketing and Advertising Materials**. Franchisee shall immediately and permanently discontinue all advertising as a Franchisee of Franchisor, including but not limited to removal of all signs and other identifying marks and colors, and shall destroy or surrender to Franchisor any letterheads, forms, printed matter, and advertising containing Franchisor's Proprietary Marks and any similar or related names marks or designations tending to indicate that Franchisee is or was an authorized Franchisee of Franchisor;

G. **De-identification of Location.** Franchisee shall, at its expense, immediately make such modifications or alterations as may be necessary to distinguish the Location so clearly from its former appearance and from other System Locations as to prevent any possibility of confusion therewith by the public, and to prevent the operation of any business at the Location by Franchisee or others in derogation of this Article (including, without limitation, removal of all distinctive physical and structural features identifying Location in the System including, without limitation, removal of all signs and emblems, and changing of telephone numbers and other directory listings). Franchisee shall, at Franchisee's expense, immediately make such specific additional changes as Franchisor may reasonably request for this purpose. Franchisee agrees that for ninety (**90**) days following termination or expiration, Franchisor or its designated agents may enter the Location and adjacent areas, and hereby grants Franchisor an irrevocable license and permit to go upon the Location premises for such purposes, at any time to make such alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to the property of Franchisee or others. Franchisee acknowledges that such actions by Franchisor are authorized and permitted and shall not be deemed a violation of any civil or criminal law or any basis for an action under such laws by Franchisee or others. Franchisee expressly acknowledges that its failure to make such alterations will cause irreparable injury to Franchisor, and consents to entry, at Franchisee's expense, of an ex parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take such action, if Franchisor seeks such an order;

H. **Discontinued Use of System**. Franchisee shall immediately and permanently cease using Franchisor's System, including, but not limited to the Manual, any other operating or training manuals or aids, intranet, advertising and promotional materials, and all confidential material delivered to Franchisee pursuant to this Agreement;

I. **Inventory List**. Within ten (**10**) days following termination of expiration, Franchisee shall provide Franchisor with an inventory of all items in the Location. Franchisor shall have the right, at its sole option, for a period of sixty (**60**) days following receipt of such inventory list, to purchase at fair market value all usable materials owned by Franchisee bearing the Proprietary Marks, supplies, FF&E, and signage used in the Location or at the Approved Location, and to purchase Franchisee's inventory of products for resale at the lower of (i) their fair market value, and (ii) their wholesale price as reflected on Franchisee's point of sale system. The price paid will be discounted for any discontinued or incomplete sets of product and any vendor restocking charges on returned products.

Franchisor may off-set against its payment to Franchisee any amounts owed from Franchisee to Franchisor, including any damages or other amounts owed due to the termination of this Agreement. Franchisee shall not during such sixty (**60**) day period remove from the Location or the Approved Location, transfer, assign, hypothecate, pledge, or otherwise encumber such FF&E or moveable signs;

J. **Payment of Amounts Owed**. Franchisee shall within ten (**10**) days from termination or expiration pay all sums owing to Franchisor and its Affiliates, provided that Franchisor may allow Franchisee to off-set its Franchisee Portion not yet paid to Franchisee against fees payable to Franchisor. In the event of termination for any default of Franchisee, such sums shall include payment of all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property (including, without limitation, signage, equipment, furnishings, furniture, and supplies) owned and used by Franchisee in connection with the Franchised Business and Location at the time of default and

K. **Payment of Damages**. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

L. **Authorization to Operate**. In order to prevent any interruption of the franchise business, which Franchisee agrees would cause harm to the Franchised Business and Location and the System, if Franchisee is unable to operate the business for any reason whatsoever, Franchisee authorizes Franchisor or its agents and Affiliates to operate the Franchised Business and Location for so long as Franchisor deems necessary and practical in its sole discretion. All income from the operation of the business will be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses of Franchisor and its agents, in an amount equal to ten percent (**10%**) of Franchisee's Gross Revenue, will be charged to this separate account. Nothing in this Section is intended to require Franchisor to operate the business in the event of Franchisee's inability, and the rights described in this Section may be exercised or not exercised in Franchisor's sole and absolute discretion.

15.2 **Liquidated Damages.** The parties recognize the difficulty of ascertaining damages to Franchisor resulting from premature termination of this Agreement and have provided for Liquidated Damages, which Liquidated Damages represent the parties' best estimate as to the damages arising from the circumstances in which they are provided and which are the only damages for the premature termination of this Agreement and not as a penalty or as damages for breaching this Agreement or in lieu of any other payment. Accordingly, if this Agreement is terminated pursuant to Section 14.1.B or Section 14.1.D, or by Franchisee without cause, Franchisee shall pay to Franchisor within ten (**10**) days of termination a lump sum payment (as Liquidated Damages and not as a penalty or in lieu of any other payments required under this Agreement) equal to the total of all amounts required under Article 4 of this Agreement, including: **(i)** the Initial Franchise Fee (if not previously paid); **(ii)** Brand Development Fund Fees, **(iii)** Technology Fees, **(iv)** Commissions and Fees on Bookings and Membership Sales and Renewals, less the Franchisee Portion of such Commissions and Fees, and **(v)** the total gross profit margin

realized by Franchisor or its Affiliates on all retail sales made by the Franchised Business and Franchisee' Adventure Advisors as reflected on the Franchisor's point of sale records, in the case of subsections (ii)-(v) of this Section, for the twenty-four (**24**) calendar months of operation of the Franchised Business immediately preceding Franchisee's default, or if there have not been twenty-four (**24**) full calendar months of actual operation of the Franchised Business, then for the period of time the Franchised Business has or should have, under the terms of this Agreement, been in actual operation under the System projected over a twenty-four (24) calendar months basis

15.3 **Obligation to Preserve Records.** Termination of this Agreement shall not relieve Franchisee of the obligations under **Article 10** hereof to maintain and preserve financial and other records and to make them available for inspection and audit by Franchisor for a period of not less than ten (**10**) years, unless Franchisor agrees, in Franchisor's sole discretion, to accept delivery of such records from Franchisee. Franchisee shall reimburse and pay Franchisor all costs associated with the conversion of physical paper files to an electronic or digital format.

15.4 **Survival of Certain Provisions.** All covenants, obligations, and agreements of Franchisee which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination or expiration of the Term, including, without limitation, those set forth in **Article 14** and **Article 15** of this Agreement shall survive such termination or expiration.

Article 16. Additional Covenants.

16.1 **Responsibility for Operation of Franchised Business.** Prior to executing this Agreement, Franchisee has made such investigation of Franchisor, and the System as Franchisee deems necessary, that Franchisee understands that the results of operations of the Franchised Business are dependent upon the efforts and management of Franchisee, and Franchisee hereby assumes full responsibility for such operations.

16.2 **No Fiduciary Relationship.** This Agreement does not create a fiduciary relationship between Franchisee and Franchisor and Franchisee is and shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name or on Franchisor's behalf, and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business, or any claim or judgment arising therefrom against Franchisor. Franchisee represents, warrants and certifies that Franchisor is not in a position to, and does not undertake to, exercise control over the employment, supervision, or discharge of employees of the Franchised Business and except as is necessary to protect the quality of the System (brand) and of the products and services rendered at the Location and has no right to do so; Location maintenance; guest safety and health; or other matters arising out of or affecting the Franchised Business and/or the Location operations, are all within the responsibility of Franchisee as a qualified independent business operator. Franchisee shall hold itself out to the public as an independent contractor operating the business

pursuant to a license from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the premises of the Franchised Business, and, as directed by Franchisor, in Franchisee's advertising and on Franchisee's agreements, forms, stationery, and promotional materials.

16.3 **Method and Application of Payments.** All payments to Franchisor hereunder shall be made payable to RBO Agency & Advisory, Inc. and, except as provided in the next sentence, shall be tendered to Franchisor in person at the address set forth in **Article 18** below, or by making such Payment by mail, postage prepaid, to that address. At Franchisor's option, Franchisee shall make payments to Franchisor hereunder by wire transfer, electronic funds transfer, or such other payment method as directed by Franchisor, to an account or accounts specified by Franchisor. All Payments received by Franchisor from Franchisee shall be applied to the oldest obligation, regardless of any contrary designation by Franchisee. Franchisee agrees that Franchisee will not, on grounds of the alleged non-performance by Franchisor of any of its obligations hereunder, withhold payment of any royalties, marketing and advertising contributions, amounts due to Franchisor for purchases by Franchisee, or any other amounts due Franchisor.

16.4 **Economic Sanctions and Anti-Terrorism Laws.** Franchisee and its Owners understand the requirements of, and will abide by, all United States government economic sanctions requirements. Franchisee represents and warrants that neither it nor any of its direct or indirect owners, directors, officers, employees or agents is a person subject to trade restrictions under United States law, including (without limitation) the **Anti-Terrorism Laws**. Franchisee and its owners may not engage in any activity that would expose us to a risk of criminal or civil penalties under applicable United States law. Any violation of the Anti-Terrorism Laws by Franchisee or its owners, or any blocking of Franchisee's or its owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

16.5 **Corporate Transparency Act (CTA) Filings.** The Corporate Transparency Act was enacted into law on January 1, 2021 as part of the 2021 National Defense Authorization Act. This Act requires domestic and foreign legal entities to file a report with the Financial Crimes Enforcement Network (FinCEN), a Division of the Department of Treasury regarding personal information about the entities' individual beneficial owners and applicants with the intent of preventing corrupt actors, terrorists, and criminals from laundering money in the United States. Despite being passed in 2021, the CTA did not officially take effect until January 1, 2024, and the initial filing deadline for any reporting entity and its beneficial owners and applicants existing or registered before January 1, 2024 is before January 1, 2025. Franchisee and its owners fully understand the requirements of the CTA and will strictly abide by timely complying with all filing and reporting requirements, including without limitation, the amendments and updates required within thirty (30) days of some reportable events or changes.

Article 17. Approvals and Waivers.

17.1 **Requests for Approval.** Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request

to Franchisor therefor, and such approval or consent shall be obtained in writing. Except as otherwise expressly provided herein, Franchisor may withhold any consent or approval herein at its sole subjective discretion.

17.2 **Franchisor's Discretion.** Franchisor shall have no liability for withholding any consent or approval or for any delay or inaction in connection therewith, and the granting of any approval or consent shall not imply or constitute any representation, warranty, guaranty, or endorsement of the matter approved or consented to or an assumption of any liability in connection therewith.

17.3 **No Waiver.** No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or any other Franchisee, of any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any obligations due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

Article 18. Notices.

Unless otherwise specifically stated elsewhere in this Agreement, any and all notices, requests, consents, claims, demands, waivers and other communications hereunder required or permitted under this Agreement shall be in writing and shall be personally delivered, mailed by certified or registered mail, postage prepaid, return receipt requested, or sent via a nationally recognized overnight delivery service, or sent by e-mail (with a confirming copy sent by overnight delivery service) to the respective recipients at the following addresses or email address, unless and until a different address or email address has been designated by written notice to the other party:

NOTICES TO FRANCHISOR:	RBO Agency & Advisory, Inc. c/o Rolling Bones Outfitters, Inc. 2735 1st Avenue, Unit 109 Spearfish, South Dakota 57783 ATTN: President Email: info@rbohome.com
NOTICES TO FRANCHISEE:	_____ _____ _____ _____ ATTN: _____ Email: _____

Any notice shall be deemed to have been given at the earlier of actual receipt or three business days after mailing by certified or registered mail, or one business day after sending by email or overnight delivery service.

Article 19. Franchise Dispute Resolution.

19.1 **Mediation.** In the event of any unsettled claims, disputes, or controversies between Franchisor and Franchisee, and other matters arising between them relating to this Agreement, the dealings or relationship between them, or Franchisee's development or operation of the Franchised Business (**"Franchise Dispute"**), either party has the option of initiating a mediation procedure by submitting a written request for mediation to the American Arbitration Association in accordance with the Commercial Mediation Rules.

A. **Commencement.** The mediation process shall begin promptly, but in no event later than thirty (30) days after cessation of negotiations between the parties and shall be concluded within thirty (30) days of the day the request for mediation is made, unless the parties mutually agree otherwise.

B. **Private, Nonbinding.** Mediation shall be private and nonbinding. Any party may withdraw from the mediation at any time before signing a settlement agreement upon written notice to each other party and to the mediator. The mediator shall be neutral and impartial. The mediator's fees shall be shared equally by the parties and each party shall pay their share of the mediation fees at the time specified by the mediator. The mediator shall be disqualified as a witness, consultant, expert, or counsel for either party with respect to the matters in the Franchise Dispute and any related matters.

C. **Confidential, Without Prejudice.** Unless the parties agree otherwise, the entire mediation process shall be confidential and without prejudice. The parties and the mediator shall not disclose any information, documents, statements, positions, or terms of settlement. Nothing said or done or provided by the parties in the course of mediation shall be reported or recorded or, except as ordered by a court of competent jurisdiction, placed in any legal proceeding or construed for any purpose as an admission against interest. Nevertheless, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in mediation.

D. **Location of Mediation.** All mediation proceedings shall take place in the county where the Franchisor's headquarters is located at the time of the Franchise Dispute.

E. **Non-Prevention.** The commencement of any mediation shall not act to prevent either party from instituting or proceeding with any action which may be the subject of the Franchise Dispute.

19.2 **Temporary Restraining Orders and Injunctive Relief.** Notwithstanding anything to the contrary contained in this **Article 19**, Franchisee and Franchisor each have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. Franchisee acknowledges that a proper case to obtain temporary restraining orders and temporary or permanent injunctive relief from a court of competent jurisdiction shall include, but not be limited to, the following:

A. **Disclosure or Misuse**. Any Franchise Dispute involving actual or threatened disclosure or misuse of the contents of the Manual or any other confidential information or Trade Secrets of Franchisor.

B. **Proprietary Marks**. Any Franchise Dispute involving the ownership, validity, use of, or right to use or license the Proprietary Marks.

C. **IP and Transfer Protection**. Any action by Franchisor to enforce the covenants set forth in **Article 11** and **Article 13** of this Agreement.

D. **Public Health and Safety**. Any action by Franchisor to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Location. The provisions of this Article are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19.3 **Litigation.** The parties acknowledge that Franchisor operates, or intends to operate, a nationwide franchise system, with franchisees located in numerous different states and in numerous counties and cities within such states. In view of the fact that the books, records, and business personnel of Franchisor are located, for the most part, in Lawrence County, South Dakota, and in order to minimize disruption or interference with operation of the franchise system as a whole, the parties agree as follows:

A. Any and all court proceedings arising from or relating in any manner to any Franchise Dispute between Franchisor and Franchisee arising out of, relating to or referencing this Franchise Agreement or its breach in any way, shall be brought in, and only in, a state court of general jurisdiction sitting in the county and state, or in the United States District Court for the District in which Franchisor has its principal place of business at the time any such action is instituted, and Franchisee irrevocably submits to the jurisdiction of such courts and waive any objection Franchisee may have to either the jurisdiction or venue of such court. No individual shall be joined as a party to such proceedings if such joinder has the effect of destroying federal court jurisdiction unless that individual or entity is a necessary party to the proceeding as a matter of law.

B. **EACH PARTY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL RETURN RECEIPT REQUESTED AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF BY THE PARTY BEING SERVED.**

C. **THE PARTIES AGREE THAT ALL FRANCHISE DISPUTES ADMITTED TO THE COURT PURSUANT TO THIS PROVISION SHALL BE TRIED BY THE COURT SITTING WITHOUT A JURY, NOTWITHSTANDING ANY STATE OR FEDERAL CONSTITUTIONAL OR STATUTORY RIGHTS OR PROVISIONS.**

D. **NO PUNITIVE, EXEMPLARY REMOTE, SPECULATIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (OTHER THAN EXEMPLARY OR PUNITIVE DAMAGES THAT ARE REQUIRED TO BE PAID TO AN UNRELATED THIRD PARTY BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE ADJUDICATED MATTER) SHALL BE AWARDED AGAINST EITHER FRANCHISOR OR FRANCHISEE OR ANY**

AFFILIATES OF EITHER OF THEM, IN ANY PROCEEDING, AND ALL CLAIMS TO SUCH DAMAGES ARE HEREBY WAIVED.

19.4 **Statute of Limitations.** Franchisor and Franchisee agree that no form of action or proceeding permitted hereby will be maintained by any party to enforce any liability or obligation of the other party, whether arising from this Agreement or otherwise, unless the proceeding is brought before the expiration of the earlier of (**i**) one year after the date of discovery of the facts resulting in such alleged liability or obligation; or (**ii**) two years after the date of the first act or omission giving rise to such alleged liability or obligation. Notwithstanding the foregoing, where state or federal law mandates or makes it possible by notice or otherwise a shorter period, such shorter period shall apply in all cases, in lieu of the time specified in (**i**) or (**ii**) above.

19.5 **Franchisor's Business Judgment.** The parties hereto recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Franchisor to take (or refrain from taking) certain actions in the exercise of its discretion based on its assessment of the overall best interest of the network and/or franchise program. Where such discretion has been exercised, and is supported by the business judgment of Franchisor, neither a mediator nor a judge shall substitute his or her judgment for the judgment so exercised by Franchisor.

19.6 **Legal Fees.** In the event Franchisor incurs legal fees or costs or other expenses to enforce any obligation of Franchisee hereunder, or to prosecute or defend against a Dispute or any third party claim, demand, action or proceeding by reason of Franchisee's failure to perform or observe any obligation imposed upon Franchisee by this Agreement, then Franchisor shall be entitled to recover from Franchisee the amount of all legal fees, costs and expenses, including reasonable attorneys' fees, whether incurred prior to, or in preparation for or contemplation of the filing of any claim, demand, action, or proceeding to enforce any obligation of Franchisee hereunder or thereafter or otherwise.

19.7 **No Class Action.** Each and any Franchise Dispute between Franchisee and Franchisor (and Franchisor's Affiliates) will be considered unique as to its facts and must not be brought as a class action, and Franchisee waives any right to proceed against Franchisor (and Franchisor's Affiliates, stockholders, officers, directors, employees, agents, successors and assigns) by way of class action, or by way of a multi-plaintiff, consolidated or collective action.

Article 20. Construction and Modification.

20.1 **Entire Agreement and Amendment.** All terms of Franchisor's and Franchisee's business relationship are defined and set forth in this written Agreement. Neither Franchisor nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, Franchisor and Franchisee agree that this Agreement, together with any other documents or agreement executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as presentations, inducements, promises, agreements, or any other term), between Franchisor or anyone acting on its behalf and Franchisee or anyone acting on his or her behalf, which might be taken to constitute agreements, representations, inducements, promises, or understandings (or

any equivalent to such terms) with respect to the relationship between the parties, and Franchisor and Franchisee each agree that they have placed, and will place, no reliance on any such discussions, provided, however, that nothing in this Agreement or any related document is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document furnished to Franchisee. This Agreement, together with the Exhibits and any other documents or agreements executed by the parties contemporaneously hereto, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights, and obligations of the parties with respect to any aspect of the relationship between the parties. No future franchise license rights or offer of franchise license rights have been promised to Franchisee and no such franchise license rights or offer of franchise license rights shall come into existence, except by means of a separate writing, executed by an officer of Franchisor or such other entity granting the Franchise Agreement and specifically identified as a modification of this Agreement. No change, modification amendment or waiver of any of the provisions hereof, including by custom or usage of trade or course of dealing or performance, shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto, and signed by the party to be charged.

20.2 **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between Franchisor and Franchisee will be interpreted and construed in accordance with the substantive laws of the State of South Dakota, without giving effect to its conflicts of law provisions, provided that any nothing in this Section is intended by the parties to subject this Agreement to any franchise of similar law, rule or regulation of such state to which this Agreement would not otherwise be subject. If applicable law provides Franchisee with additional rights as to notices, opportunities to cure or otherwise than as are provided by this Agreement as to termination, renewal, transfers or otherwise, Franchisor will comply with the requirements of such laws to the extent they exceed Franchisor's obligations under this Agreement.

20.3 **Survival.** Should any one or more parts of this Agreement be declared invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portions of the Agreement, which shall remain in full force and effect as if the Agreement had been executed without such invalid parts, except to the extent the absence of the provisions invalidated would frustrate or make it impossible to achieve the purposes for which the Agreement was made. Should the requirements of any applicable law or regulation change or modify the terms of this Agreement or conflict with its provisions, such change or modification shall not be applicable to this Agreement unless such change is lawfully mandated by the authority making the same, in which case only the provisions affected by such law or regulation shall be affected, and the Agreement shall otherwise remain in full force and effect, as modified to be consistent with such law or regulation.

20.4 **Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall create any right to rely upon the terms hereof in favor of any third party nor confer any right or remedy upon any third party, except as specifically provided in **Article 11** of this Agreement with respect to IP Owners.

20.5 **Captions.** All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provisions hereof.

20.6 **Gender.** All terms and words used in this Agreement, regardless of numbers and genders in which they are used, shall be deemed to include singular or plural and all genders as the context or sense of this Agreement or any paragraph or clause herein may require.

20.7 **Joint and Several.** All acknowledgments, promises, covenants, agreements, certifications and obligations made herein or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Franchisee.

20.8 **Time is of the Essence.** Time is of the essence of this Agreement and all provisions hereof shall be so interpreted. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive such termination or expiration.

20.9 **Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

Article 21. Execution of Agreement.

21.1 **Multiple Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one agreement of the parties.

21.2 **Timely Receipt and No Inconsistent Warranties or Representations.** By signing this Agreement, Franchisee acknowledges and certifies that it has received a complete copy of this Agreement, with any Exhibits referred to herein attached, at least seven (7) calendar days prior to the date on which this Agreement was executed, and further acknowledges that it has received Franchisor's franchise disclosure document at least fourteen (14) calendar days prior to the date on which this Agreement was executed or any money paid, or by such earlier date as may be required by state law. Franchisee further acknowledges and certifies that no agent or employee of Franchisor is authorized to make any representation or warranty inconsistent with or in addition to the terms of this Agreement. By signing this Agreement, Franchisee represents and warrants to Franchisor that no such representation or warranty, including specifically any representation as to the potential success or profitability of the Franchised Business, has been made or relied upon.

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SIGNATURE PAGE FOLLOWS

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

"Franchisor"	**"Franchisee"**
RBO AGENCY & ADVISORY, INC. a South Dakota corporation	**[FRANCHISEE],** **a _____**
By: _____ Brian Mehmen, CEO and President	_____BY: _____ ITS: _____

OWNERS' ACKNOWLEDGEMENT

Each following party is an owner of Franchisee. Each following party is signing this Acknowledgment, not as a party, but only to the extent necessary to indicate its, or their acceptance of, and agreement to be bound by, the specific rights and duties of an owner of Franchisee mentioned in this Agreement, including rights and obligations relating to confidentiality, competition, and transfers.

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership: _____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership: _____

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership: _____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership: _____

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership: _____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership: _____

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

FRANCHISEE GUARANTY

In consideration of, and as an inducement to RBO Agency & Advisory, Inc., a South Dakota corporation (**"Franchisor"**), to enter into the foregoing Franchise Agreement with _____ (**"Franchisee"**) dated _____ (**"Franchise Agreement"**), the undersigned individually and, if more than one guarantor, jointly and severally, guarantee the punctual payment and performance of all obligations of the Franchisee under the Franchise Agreement and any documents, agreements, instruments and promissory notes executed pursuant to or in connection with the Franchise Agreement (**"Franchise Documents"**). This shall be an unconditional, irrevocable, and continuing guaranty for the entire term of this Guaranty and the Franchise Agreement.

The undersigned agree that they are willing to remain fully bound by this Guaranty notwithstanding any action or inaction of Franchisor and Franchisee in connection with the Franchise Agreement, and that their obligation shall not be modified, waived, or released by any modification, amendment, or departure from the terms of the Franchise Agreement, or by any forbearance, extension of time, waiver, or release granted by Franchisor to Franchisee or any guarantor or with respect to any security held by Franchisor. The undersigned expressly waive any and agree to pay and perform the obligations of Franchisee without notice or demand from Franchisor and without any requirement that Franchisor first proceed against Franchisee or any other guarantor.

1.0 The undersigned waives:

A. acceptance and notice of acceptance by Franchisor of the foregoing undertakings;

B. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied;

C. protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guarantied;

D. any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

E. any and all other notices (including, without limitation, notice of amendment or modification of the Franchise Agreement, notice of default or termination, and any other notices required by the Franchise Agreement) and legal or equitable defenses to which the undersigned may be entitled.

2.0 The undersigned consents and agrees that:

A. the undersigned's direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Franchisee's obligations;

B. the undersigned will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

C. this Guaranty will apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

D. such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

E. such liability will not be diminished, relieved or otherwise affected by any extension of time, creditor or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied; and

F. will pay Franchisor's court costs and reasonable attorney's fees in enforcing or collecting on this Guaranty.

All capitalized terms when used herein will have the meaning ascribed to them in the Franchise Agreement.

This Owner's Guaranty will be governed, construed and interpreted in accordance with the substantive laws of the State of South Dakota, without giving effect to its conflicts of law principles.

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IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the _____ day of _____, 20 ___.

WITNESS(ES):	GUARANTOR(S):
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Signature	Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Signature	Signature

EXHIBIT A

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

OWNERS OF FRANCHISEE

NAME OF OWNER	VOTING RIGHTS IN FRANCHISEE	BENEFICIAL INTEREST IN FRANCHISEE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	100%	100%

EXHIBIT B

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

APPROVED LOCATION

Street Address: _____
City:_____ State:_____ Zip Code: _____

EXHIBIT C

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

PROTECTED STORE TERRITORY MAP

[Insert Map Here]

EXHIBIT D

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

SITE TO BE DETERMINED ADDENDUM

THIS SITE TO BE DETERMINED ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made and entered into at [city, state] this ____ day of _____, _____, by and between RBO Agency & Advisory, Inc., a South Dakota corporation (hereinafter referred to as "Franchisor"), and _____ (hereinafter referred to as "Franchisee") whose principal business address is _____.

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") of even date hereof; and

WHEREAS, the location where Franchisee shall construct a Location under the Franchise Agreement has not yet been identified;

NOW, THEREFORE, the parties agree as follows:

The following provisions shall amend and be incorporated into the Franchise Agreement. In the event of any conflict between the terms of the Franchise Agreement and the terms of the Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum shall have the respective meanings set forth in the Franchise Agreement.

1. Notwithstanding anything to the contrary in the Franchise Agreement, the parties agree, that Franchisee shall select an approved Protected Store Territory or market for approval by Franchisor no later than on _____, and that Franchisee shall submit a completed Site Application for a location located within such Protected Store Territory to Franchisor on or before _____. Such Protected Store Territory or market must be in a state where Franchisor is registered to offer and sell franchises. Franchisee's failure to meet either one of these deadlines shall constitute a default under the Franchise Agreement allowing Franchisor to terminate the Franchise Agreement effective immediately upon notice of termination.

2. Notwithstanding anything to the contrary set forth in Section 5.2 of the Franchise Agreement, Franchisee shall complete construction no later than ninety (**90**) days after the proposed site is approved by Franchisor.

3. To the extent not amended herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect. No references to the amendments contained herein need be made in any instrument or document at any time referring to the Franchise Agreement and any such reference is deemed to be a reference to the Franchise Agreement as amended by this Addendum.

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum as of the day, month, and year first above written.

FRANCHISEE:

_____,
a _____

_____

By:_____

Its: _____

RBO AGENCY & ADVISORY, INC., a South Dakota corporation

By: _____
Brian Mehmen, CEO and President

EXHIBIT E

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

DIRECT DEBIT AUTHORIZATION AGREEMENT

_____
(Name of Person or Legal Entity)

_____
(ID Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes RBO Agency & Advisory, Inc. (**"Franchisor"**) or any of its Affiliates to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below (**"Depository", "Bank"**) to debit or credit such account(s) pursuant to Franchisor's instructions.

Depository	Branch	
City	State	Zip Code
Bank Transit/ABA Number	Account Number	

This authority is to remain in full force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

Depositor	Depository
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT F

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20__ by and between _____ ("Recipient"), and RBO Agency & Advisory, Inc., a South Dakota corporation ("Franchisor").

On _____, _____, Franchisor and _____ (**"Franchisee"**) entered into a Franchise Agreement to operate a Rolling Bones Outdoors outdoor expedition booking agency, coupled with hunting and fishing application management and a front-end and on-line retail store (the "Franchised Business") at _____ _____ (**"Franchise Agreement"**). Recipient is either an owner of Franchisee (each, an **"Owner"**), or one of Franchisee's officers, directors, managers, employees, or agents.

Under the Franchise Agreement, Franchisor has agreed to provide Confidential Information, as that term is defined in the Franchise Agreement and below, to Franchisee solely on the condition that Franchisee and the Owners of Franchise agree that Franchisee (if an individual), its Owners (if an entity), officers, directors, managers, employees and agents who have access to such Confidential Information sign a Confidentiality Agreement. Recipient agrees that the Confidential Information is being disclosed to them under the terms and conditions of this Agreement.

The Franchise Agreement also requires each of Franchisee's shareholders, partners, members, officers, directors, managers, employees and agents to sign a covenant not to compete.

Terms and Conditions

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

1. Recipient acknowledges and agrees that all Confidential Information he or she receives from Franchisor is confidential and proprietary information and trade secrets in which Franchisor has a proprietary interest. "Confidential Information" includes, by way of example, but not limitation, certain information relating to (i) proprietary services and products, formulas, client and supplier lists, product specifications, (ii) System standards, methods, procedures, and specifications, and methods of service and operations for Franchised Businesses, (iii) knowledge of sales and profit performance at any one or more Franchised Businesses, (iv) knowledge of test programs, concepts, or results relating to operating, new advertising and promotional programs, (v) sources of suppliers of services, products, and equipment, (vi) advertising, promotion, and marketing techniques, (vii) methods and information regarding the selection and training of managers and other employees for Franchised Businesses; and (viii) the Manual. Recipient will not acquire any interest in the Confidential Information learned by Recipient other than the right

for Recipient to utilize the same in connection with ownership and/or operation of the its Franchised Business during term of the Franchise Agreement, including any renewal term or the term of any subsequent Franchise Agreement entered into between Franchisor and Franchisee, and the use or duplication of the Confidential Information in any other business or capacity will constitute an unfair method of competition with Franchisor, its affiliates, and Franchisor's other franchisees.

2. Franchisor is disclosing the Confidential Information to Recipient solely on the condition that Recipient agree, and Recipient hereby agrees, that any Confidential Information received from Franchisor (a) shall only be used by Recipient for purposes of performing the Franchise Agreement, (b) will not be used by Recipient in any other business, manner or capacity, (c) will have its absolute confidentiality maintained by Recipient both during and after the term of the Franchise Agreement, including any renewal term, (d) will not be copied by Recipient without written authorization, and (e) will not be disclosed by Recipient to any third party without the prior written consent of Franchisor. Recipient agrees to use reasonable care to prevent the disclosure of the Confidential Information to any third party, and further agrees to limit the dissemination of the Confidential Information within its own organization to individuals whose duties justify the need to know such Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential status of the Confidential Information and to restrict its use solely to the purposes specified herein. Each other person receiving the Confidential Information must also sign a copy of this Agreement.

3. Recipient acknowledges that no other right or license to use the Confidential Information is granted by this Agreement, and agrees that the amount of the Confidential Information to be disclosed to Recipient is completely within the discretion of Franchisor.

4. Recipient hereby agrees that any addition, modification, adaptation, improvement, refinement, discovery, invention or innovation of the System or any Proprietary Mark (collectively, a **"Business Improvement"**) made by Franchisee or its employees or Owners shall be the sole and exclusive property of Franchisor, regardless of Franchisee's, its employee's or the Owners' participation or sole participation in its development, and shall be deemed assigned to Franchisor. Upon Franchisor's request, Recipient shall, and shall cause his/her employees and all owners to, execute any instruments and documents that Franchisor requests and shall assist Franchisor to perfect or protect all intellectual property rights in such Business Improvement. Recipient shall not be entitled to any compensation for the use or licensing of any Business Improvement.

5. Upon termination or expiration of the Franchise Agreement, or earlier if requested by Franchisor, Recipient will return all Confidential Information and the Manual (including any copies thereof that Franchisor may have permitted Recipient to make) to Franchisor.

6. Recipient shall be under no obligation under this Agreement with respect to any information (a) which is, at the time of the disclosure, available to the general public; (b) which becomes at a later date available to the general public through

no fault of the Recipient and then only after said date; or (c) which Recipient can demonstrate was in its possession before receipt.

7. Recipient acknowledges and agrees that Franchisor will suffer irreparable injury not capable of precise measurement in monetary damages if Recipient discloses or misuses any Confidential Information. Accordingly, in the event of a breach of this Agreement by Recipient, Recipient consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted. Recipient agrees that the award of equitable remedies to Franchisor in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Franchisor.

8. Recipient hereby agrees to indemnify, hold harmless and, upon request, defend Franchisor and its affiliates, and their respective members, owners, shareholders, directors, officers, managers, employees and agents (the **"Indemnified Parties"**), from and against all suits, proceedings, assessments, losses, claims, demands or actions of any nature or kind whatsoever (**"Claims"**), directly or indirectly arising out of, or in any manner whatsoever associated or connected with the failure of Recipient to observe and perform his or her duties and obligations under this Agreement, and against any and all damages, costs, expenses and fees (including, without limitation, reasonable legal expenses and fees), losses, fines or penalties incurred by or on behalf of any of the Indemnified Parties in the investigation or defense of any and all Claims.

9. All terms not otherwise defined in this Agreement shall have the same meanings as the defined terms in the Franchise Agreement.

10. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of South Dakota, without giving effect to its conflicts of law principles.

11. This Agreement together with the Franchise Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the disclosure of Confidential Information to Recipient and Recipient's non-competition obligations, and shall not be amended except under a written agreement executed by each of the parties hereto. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year first above written.

"Franchisor"	**"Recipient"**
RBO AGENCY & ADVISORY, INC., a South Dakota corporation	
By: _____ Brian Mehmen, CEO and President	_____ NAME: _____ ITS: _____

EXHIBIT G

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

COVENANT AGREEMENT

THIS COVENANT AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 20__, by and among RBO AGENCY & ADVISORY, INC. ("Franchisor") and _____, _____, and _____ (whether one or more "Covenantors").

W I T N E S S E T H:

WHEREAS, Covenantors have agreed to enter into this Agreement to induce Franchisor to enter into that certain Franchise Agreement ("Franchise Agreement") dated _____, 20__, between Franchisor and _____ ("Franchisee"); and

WHEREAS, Covenantors and its Affiliates have entered into, or may in the future enter into other franchise agreements with Franchisor ("Other Agreements");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Covenantors covenant and agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meaning as defined in the Franchise Agreement.

2. The Covenantors shall not, either directly or indirectly, individually, or through, or on behalf of, or in conjunction with any person, persons, or entity:

A. During the term of the Franchise Agreement, the Other Agreements and thereafter, except as otherwise approved in writing by Franchisor, copy or disclose to any person other than Franchisee's employees (and then only to employees who have a need to know) (i) any Trade Secrets, (ii) any knowledge, information or know-how concerning the System, or (iii) all or any portion of the Manual or any other confidential materials, including without limitation, the design of the System Locations, methods of operation and service at or through System Locations, intranet, knowledge of sales and profit performance at any one or more System Locations, and advertising and promotional programs, advertising, promotion and marketing techniques, the selection and training of Location managers and, in general, methods, techniques, formulas, formats, specifications, procedures, information systems and knowledge, in the operation and licensing of System Locations, or other materials deemed confidential by Franchisor. Covenantors shall at all times treat the Trade Secrets and Manual and the information contained therein as confidential and shall use all reasonable efforts to maintain such information as secret and confidential and shall use the same only in the operation of the Location. The Trade Secrets and Manual shall at all times remain the sole property of Franchisor and shall be returned to Franchisor immediately upon expiration or termination of this Agreement. Any and all information, knowledge,

know-how, and other data, that Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Covenantors can demonstrate came to their attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Covenantors, had become a part of the public domain, through publication or communication by others.

B. During the term of the Franchise Agreement or any Other Agreement, compete, or be associated, directly or indirectly as an owner, officer, director, employee, consultant, or otherwise, in any Competing Business, and, for a period of two (**2**) years after any transfer or termination of any Franchise Agreement or any Other Agreement for any reason, Covenantors shall not compete, or be associated, directly or indirectly as an owner, officer, director, employee, consultant, or otherwise, in any Competing Business that is located within the continental United States. For purpose of this Section 2, the term "**Competing Business**" means any hunting, fishing and other outdoor adventure business with a booking agency or system and/or retail store, whether brick and mortar store or online, and/or any business engaged in any manner in the management of hunting licenses or permits of customers of the Franchised Business or the retail sales of hunting, fishing and outdoor adventure apparel and gear, or any combination thereof, whether such activities constitute all or part of such business or businesses, provided, however, that passive ownership of less than two percent (**2%**) of the outstanding voting securities of a publicly held corporation (which for purposes of this Agreement means a corporation registered under the Securities Exchange Act of 1934) shall not be deemed a violation of this Section. For the avoidance of doubt, the parties agree that the booking of hunting, fishing and outdoor adventures organized by an outfitter whose offering is, in whole or in part, offered through the System, is considered a Competing Business.

C. During the term of the Franchise Agreement or any Other Agreement, employ or seek to employ any person who is or was within the immediate past six (6) months employed in a management capacity by Franchisor, any other System franchisee (except for System franchisees who are Affiliates of any Covenantor, or induce or seek to induce any such person to leave his or her employment. Franchisor shall not employ or seek to employ any person who is or was within the immediate past six (6) months employed by Franchisee or induce or seek to induce any such person to leave his or her employment. Any party violating the provisions of this Section 2.C shall pay to the former employer as liquidated damages (which the parties agree are difficult of ascertainment) an amount equal to two (**2**) times the annual salary of the employee involved, plus all costs and attorneys' fees incurred by the former employer in connection with such default. The parties hereto agree that each current and future Franchisee in the System shall be a third-party beneficiary of the provisions of this Section 2.C and shall be entitled to enforce the provisions hereof. Franchisor shall have no obligation to enforce the provisions of this Section 2.C for the benefit of any current or future franchisee in the System.

3. In the event any provision of this Agreement is deemed by a court of competent jurisdiction to be more restrictive than permissible at law or equity, the Covenantors agree that the provisions hereof may be reformed and modified and enforced by such court to the maximum extent permissible under applicable law and principles of equity. Covenantors agree that specific

performance and injunctive relief are necessary and appropriate remedies for violations of this Agreement and agrees to enforcement of such remedies, but without prejudice to the right of Franchisor to recover money damages, which are in no event a full and adequate remedy for such violations.

4. The Covenantors agree that the existence of any claim that any of them may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of this Agreement or the covenants contained in Article 11 of the Franchise Agreement. In the event that Covenantors commence any action against Franchisor arising out of or related to this Agreement, or the dealings or relationship of the parties hereunder or otherwise, such action shall be brought only in any state court of general jurisdiction sitting in the county and state, or in the United States District Court for the district, in which Franchisor has its principal place of business at the time any such action is instituted. Covenantors consent to the exercise of jurisdiction by such courts over any claims or counterclaims against Covenantors. In the event Franchisor incurs legal fees or costs or other expenses to enforce any obligation of Covenantors hereunder, or to defend against any claim, demand, action or proceeding by reason of Covenantors' failure to perform or observe any obligation imposed upon Covenantors by this Agreement, then Franchisor shall be entitled to recover from Covenantors the amount of all legal fees, costs and expenses, including reasonable attorneys' fees, whether incurred prior to, or in preparation for or contemplation of the filing of any claim, demand, action, or proceeding to enforce any obligation of Covenantors hereunder or thereafter or otherwise.

5. This Agreement and the documents provided for herein contain the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, agreements, and understandings with respect thereto, provided, however, that nothing in this Agreement or any related document is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document furnished to Franchisee. This Agreement may only be amended by a written document duly executed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without reference to the rules governing conflicts of law. This Agreement shall inure to the benefit of and shall be binding upon the respective successors, heirs, administrators, executors, personal representatives, trustees, and assigns of the parties hereto. This Agreement may be executed in multiple counterparts, each considered an original, but all of which shall constitute but one Agreement. Capitalized used herein but not defined shall have the meaning set forth in the Franchise Agreement between Franchisor and Franchisee.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month, and year first above written.

"Franchisor"	**"Recipient"** (each in their individual capacity)
RBO AGENCY & ADVISORY, INC., a South Dakota corporation	
By: _____ Brian Mehmen, CEO and President	_____ NAME: _____
	_____ NAME: _____
	_____ NAME: _____

EXHIBIT H

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") entered into this _____ day of _____, 20__, by and between _____ ("Franchisee") and _____ ("Landlord") for the premises located at _____;

WHEREAS, Franchisee has executed a Franchise Agreement ("Franchise Agreement") with RBO AGENCY & ADVISORY, INC. ("Franchisor"), and as part of said Franchise Agreement, the lease ("Lease") for the franchised Rolling Bones Outdoors location ("Location") must contain certain provisions; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein will be applicable to the Lease, notwithstanding anything contained in the Lease to the contrary;

NOW, therefore, in consideration of the mutual promises contained herein and the execution of the Lease, which execution is made simultaneously with this Addendum, Landlord and Franchisee hereby agree as follows:

1. Landlord agrees that Franchisee will not otherwise assign the Lease or renew, amend or extend the term of the Lease without the prior written consent of Franchisor.

2. Landlord agrees to furnish Franchisor with copies of any and all letters and notices sent to Franchisee pertaining to the Lease at the same time that such letters and notices are sent to Franchisee. Landlord further agrees that, if it intends to terminate the Lease, the Landlord will give Franchisor 30 days' advance written notice of such intent, specifying in such notice all defaults that are the case of the proposed termination. Franchisor will have after the expiration of the period during which Franchisee may cure such default, an additional 15 days (or if there is no cure period, at least 15 days) to cure, at its sole option, any such defaults. Franchisor, or an affiliate of Franchisor, will have the right, but not obligation, upon giving written notice of its election to Franchisee and Landlord, to cure the breach and succeed to Franchisee's rights under the Lease, and any renewals or extensions thereof.

3. Upon default, expiration or termination of the Franchise Agreement or the Lease, and upon notice to Landlord, Franchisor or its designee will have the option, without however any obligation, to assume the Franchisee's obligations under the Lease, on the same terms and conditions available to the Franchisee. Further, if Franchisee or any other party with an interest in Franchisee transfers to Franchisor or another party all of its or their interest in the Franchise Agreement, the Franchisee or the Location, the transferee will have the right to assume the Lease on the same terms and conditions as are contained in the Lease.

4. Franchisor will have the right to enter the premises to make any reasonable modification or reasonable alteration necessary to protect Franchisor's interest in its proprietary marks. Landlord agrees that in such event Franchisor will not be liable for trespass or any other crime or tort. Further, Franchisor or its designated agents will be permitted to enter the leased premises for purposes of making inspections in accordance with the terms of the Franchise Agreement.

5. Franchisee may assign to Franchisor all of its rights of further assignment at any time if the Landlord is given reasonable notice thereof. Such an assignment will be effective only if accepted in writing by Franchisor.

6. Upon request of Franchisor, the Landlord will provide Franchisor with copies of all reports, information, or data in Landlord's possession with respect to sales made from the leased premises.

7. Copies of any and all notices pertaining to the Lease will also be sent to Franchisor at the following address, or at such other address as may be designated by Franchisor in writing:

RBO Agency & Advisory, Inc.
2735 1st Avenue, Unit 109
Spearfish, South Dakota 57783
Attn: Lynley Mehmen, Chief Operating Officer

8. Franchisor will be a third-party beneficiary of this Addendum and has the right independently of Franchisee to enforce all of its rights hereunder.

9. To the extent of any conflict between the terms and conditions of this Addendum to Lease and the Lease, this Addendum will govern.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Addendum to Lease as of the day, month, and year first above written.

FRANCHISEE:	LANDLORD
_____	_____
By:_____	By:_____
Its:_____	Its:_____

EXHIBIT I

RBO AGENCY & ADVISORY, INC.
FRANCHISE AGREEMENT

Franchise #_____

STATE ADDENDUM

[Insert State Addendum if applicable]

EXHIBIT E

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

MULTI-STATE AMENDMENT
TO FRANCHISE AGREEMENT
(FOR THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI)

This Amendment pertains to franchises sold in the state that have adopted as law the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements (the "SOP") and is for the purpose of complying with the statutes and regulations of such states. Signing this Amendment where the SOP, because applicable jurisdictional requirements are not met, does not subject the parties to the provisions of the SOP. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the Franchise Agreement dated _____ _____, 20__, will be amended as follows:

1. The following language is added immediately before the signature block of the Franchise Agreement:

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

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____
Date of signature: _____	Date of signature: _____

CALIFORNIA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of California that are subject to the California Franchise Investment Law (the "Act") and is for the purpose of complying with California statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act, as set forth in this Amendment, or otherwise. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the Franchise Agreement dated _____, will be amended as follows:

1. The following language is added as new Section 20.10 of the Franchise Agreement:

"No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

Notwithstanding anything to the contrary in this Agreement, and to the extent required by California Corporations Code Section 31512.1, any provision in this Agreement, the franchise disclosure document, and any other acknowledgement, questionnaire, or other writing, disclaiming or denying: (a) representations made by Franchisor or its personnel or agents to Franchisee before entering into the Franchise Agreement; (b) reliance by Franchisee on any representations made by Franchisor, or its personnel or agents; (c) reliance by Franchisee on the franchise disclosure document; or (d) violations of any other provision of the California Franchise Investment Law; is void and will not be enforced by Franchisor."

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

ILLINOIS AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Illinois that are subject to the Illinois Franchise Disclosure Act (the "Act") and is for the purpose of complying with Illinois statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Illinois law shall supersede any provisions of the Franchise Agreement or South Dakota law which are in conflict with the law.

2. Nothing in Section 20.2 of the Franchise Agreement waives any rights Franchisee may have under Section 41 of the Illinois Franchise Disclosure Act of 1987, which provides:

> "Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

3. Section 19.3 of the Franchise Agreement is amended to provide that venue shall be in an appropriate Illinois court of general jurisdiction or United States District Court in Illinois.

4 The following language is added as new Section 20.10 of the Franchise Agreement:

> "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

MARYLAND AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Maryland that are subject to the Maryland Franchise Registration and Disclosure Law (the "Act") and is for the purpose of complying with Maryland statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the Franchise Agreement dated _____, 20___, will be amended as follows:

1. **[The following language is added to the end of Section ___ of the Franchise Agreement:**

   "The Initial Fee and any other initial payments are due at the time the Franchised Business opens for business."]

2. The following language is added to Section 3.2 H. of the Franchise Agreement:

   ", except that the general release provisions shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

3. The following language is added to Section 13.10 B. of the Franchise Agreement:

   ", except that the general release provisions shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

4. The following language is added to the end of Section 19.3 of the Franchise Agreement:

   "Franchisee may bring a lawsuit in Maryland for claims arising out of the Maryland Franchise Registration and Disclosure Law."

5. The following language is added to the end of Section 19.4 of the Franchise Agreement:

   "all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years after the grant of the franchise."

6. The following language is added to Sections 3.2 H. and 13.10 B. of the Franchise Agreement:

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

7. The following language is added as new Section 20.10 of the Franchise Agreement:

"No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

MINNESOTA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Minnesota that are subject to the Minnesota Franchise Act (Minn. Stat. Sec. 80C.1 et seq., the "Act") and is for the purpose of complying with Minnesota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20___, hereby agree that the Franchise Agreement will be amended as follows:

1. Section 12.5 of the Franchise Agreement is amended to add the following language.

   "The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

2. Section 14.1 of the Franchise Agreement is amended to read as follows:

   "At the election of Franchisor, Franchisor may terminate the Agreement effective upon the expiration of 90 days after giving of written notice in the event Franchisee defaults, and does not cure to Franchisor's reasonable satisfaction within the 60-day notice period, in the performance of any other covenant or provision of this Agreement, including without limitation, the obligation to pay when due any financial obligation to Franchisor, the obligation to make reports and provide information when due hereunder, or failure to maintain any of the standards or procedures prescribed for the Franchised Business in this Agreement, the Manual or otherwise; provided, however, that Franchisee shall be entitled to notice and opportunity to cure any such default only once in any six month period, and any subsequent occurrence of the same or substantially similar default within such six month period shall entitle Franchisor, at its option, to terminate this Agreement effective immediately upon the giving of notice and without opportunity to cure."

3. Franchisor will protect the Franchisee's right granted hereby to use the Marks or will indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

4. Section 14.1 of the Franchise Agreement is amended as follows:

> "With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement."

5. Section 19.3 of the Franchise Agreement is amended as follows:

> "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by laws of the jurisdiction."

6. Minn. Rule 2860.4400J. prohibits waiver of a jury trial. Accordingly, Section 19.3 of the Franchise Agreement is amended as follows:

> "Nothing contained herein shall limit Franchisee's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4400J."

7. Minn. Rule 2860.4400J. prohibits requiring a franchisee to consent to liquidated damages.

8. Section 19.4 of the Franchise Agreement is amended to add the following:

> "Any claims pursuant to Minn. Stat. Sec. 80C.17 may be commenced within the time period provided in Minn. Stat. Sec. 80C.17, subd. 5."

9. The following language is added as new Section 20.10 of the Franchise Agreement:

> "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based

upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement as of the day and year set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

NEW YORK AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of New York that are subject to the New York Franchise Act (New York State General Business Law, Article 33, Sec. 680 et seq., the "Act") and is for the purpose of complying with New York statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20___, hereby agree that the Franchise Agreement will be amended as follows:

1. Franchisor and Franchisee are parties to that certain _____ Franchise Agreement dated _____, 20___ that has been signed concurrently with the signing of this Amendment. This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment is being signed because: (a) you are a resident of the State of New York and your Franchise will operate in New York; and/or (b) the offer or sale of the license occurred in New York.

2. The following is added as a new Section 14.1 E. of the Franchise Agreement:

   "Franchisee may terminate this Agreement upon any grounds available at law."

3. The following is added to Section 20.2 of the Franchise Agreement:

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

4. The following language is added as new Section 20.10 of the Franchise Agreement:

   "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

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

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

NORTH DAKOTA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of North Dakota that are subject to the North Dakota Franchise Investment Law (the "Act") and is for the purpose of complying with North Dakota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The Franchise Agreement between _____ ("Franchisee" or "You") and _____ ("Franchisor") dated as of _____, 20__ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1995). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota

must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. The following language is added as new Section 20.10 of the Franchise Agreement:

"No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20___.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

RHODE ISLAND AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Rhode Island that are subject to the Rhode Island Franchise Investment Act (the "Act") and is for the purpose of complying with Rhode Island statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20____ hereby agree that the Franchise Agreement will be amended as follows:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by the laws of 1991, provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. The following language is added as new Section 20.10 of the Franchise Agreement:

> "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

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

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

VIRGINIA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Virginia that are subject to the Virginia Retail Franchising Act (the "Act") and is for the purpose of complying with Virginia statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20___, hereby agree that the Franchise Agreement will be amended as follows:

1. Section 14.1 of the Franchise Agreement is amended by adding the following language:

"§13.1-564 of the Virginia Retail Franchising Act provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause."

2. The following language is added as new Section 20.10 of the Franchise Agreement:

> "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."

[Signature Page Follows]

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

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

WASHINGTON AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Washington that are subject to the Washington Franchise Investment Protection Act (the "Act") and is for the purpose of complying with Washington statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20____ hereby agree that the Franchise Agreement will be amended as follows:

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your license.

2. In the event of a conflict of law, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

3. A release or waiver of rights executed by a Franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

4. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

5. The undersigned hereby acknowledges receipt of this amendment.

6. The following language is added as new Section 20.10 of the Franchise Agreement:

> "No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other

or inconsistent term of any document executed in connection with the franchise."

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

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT F

TABLE OF CONTENTS OF OPERATIONS MANUAL

ROLLING BONES OUTDOORS

FRANCHISE OPERATIONS MANUAL

TABLE OF CONTENTS

252 Pages

Preface for Manual (9 pages)

The Manual Organization

The Purpose of this Manual

The Importance of Confidentiality

Keeping the RBO Franchise Operations Manual Current

Submitting Suggestions to the Home Office

Requesting a Variance

Manual Disclaimer

A. INTRODUCTION (14 pages)

Welcome Letter (A-1)

RBO Mission (A-2)

RBO Vision (A-3)

RBO Values (A-4)

The RBO Story (A-5)

Services Provided to the RBO Franchisee (A-6)

Responsibilities of the RBO Franchisee and Staff (A-8)

Visits from the Home Office (A-10)

Paying Other Fees (A-12_

B. PRE-OPENING PROCEDURES (41 pages)

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Opening Timeline & Checklist (B-2)

Business Planning (B-6)

Market Analysis (B-8)

Establishment of Business Form and Identity (B-9)

Site Selection Process (B-10)

- Site Selection Criteria
- Market Study
- Space/Lot Requirements
- Obtaining Site
- Lease Considerations

Building Out the Facility (B-16)

- Architectural Plans
- Construction Criteria
- Décor Specifications
- Plan Review and Required Approvals/Acceptance
- Facility Construction
- Final Inspection

Equipment Specifications (B-24)

Initial Inventory (B-26)

Vehicle Specifications (B-28)

Contracting with Required Utilities and Services (B-30)

Obtaining Required Licenses and Permits (B-32)

Setting Up Bank Accounts (B-34)

Procuring Required Insurance Policies (B-35)

Meeting Your Tax Obligations (B-36)

Conducting a Grand Opening (B-38)
Media Event
Grand Opening Activities (V.I.P. Night, Friends and Family, Soft Opening)

C. PEOPLE DEVELOPMENT (42 pages)

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EEOC Guidelines in Hiring Team Members (C-2)

Wage and Labor Laws (C-5)

Immigration Reform Act (C-8)

I-9 Form Requirement

Profile of the Ideal RBO Team Member (C-9)

Job Descriptions (C-10)

Recruiting Team Members (C-14)

Getting the Word Out
Evaluating the Application
Conducting Interviews
Sample Interview Questions
Testing Procedures
Background Check Procedures
Reference Check Procedures

Hiring on a Trial Period (C-20)

Completing Necessary Paperwork (C-21)

New Team Member Paperwork Checklist
New Team Member Paperwork

Team Member Onboarding (C-22)

Orientating New Team Members
Initial Training of New Team Members
Training Tests
Ongoing Training Process

Personnel Policies (C-28)

Schedule and Time-Tracking Procedures (C-33)

Uniform and Dress Code (C-35)

Conducting Performance Evaluations (C-37)

Progressive Discipline Procedures (C-38)

Performance Warning

Separation/Termination Procedures (C-40)

Termination Checklist
Exit Interview

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Sales Plan (D-2)

Service Knowledge (D-4

Adventures
Courses
Memberships

Retail Knowledge (D-8)

RBO Competitive Advantage
Gear and Outfitting Needs Knowledge
Firearms Knowledge
Proprietary rifle systems (Badlands Rifle Company)

Customer Prospect Flow (D-12)

Handling Incoming Calls
Booking Calls
Confirming Adventures/Courses

Preparing for Sales Activities (D-14)

Targeting Prospects
Understanding Your Competition
Understanding RBO Competitive Advantages

The RBO Sales Presentation (D-16)

Assessing Needs
Detailing Solutions
Features, Advantages, and Benefits of an RBO Adventure

Completing the Adventure Bid (D-20)

Creating Estimate Package
Completing Necessary Paperwork
Submitting Estimate to Prospect

Closing the Sale (D-23)

Handling Objections
Discussing Alternatives
Completing Contracts Properly

Prospect Management (D-25)

Debriefing Sales Calls
Follow-Up Procedures
Generating Prospect Management Reports

Looking for Referral Business Opportunities (D-27)

Referral Bonus/Reward (D-28)

Handling Telephone Inquiries (D-29)

Goal of the Telephone Call
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E. DAILY OPERATING PROCEDURES (58 pages)

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Suggested Hours of Operation (E-2)

- Hours of Operation
- Hours for Retail Operations

Retail Daily Procedures (E-4)

- Opening Procedures
- Shift-Change Procedures
- Ongoing Procedures
- Closing Procedures

Booking / Advisor Daily Procedures (E-8)

- Opening Procedures
- Ongoing Procedures
- Closing Procedures

Guest Service Procedures (E-10)

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- RBO Touchpoints & Critical Controls
- Client Survey
- RBO Memberships
- Handling Client Complaints
- Handling Refund Requests
- Mystery Shopping Procedures

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- RBO Terminology
- Service/ Outfitting/Adventure/Course Offerings

RBO Technology (E-24)

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- Firearm Sales Management
- Required Product Lines
- Signage and Displays
- Planagrams
- Service in Retail Area
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Transacting Sales (E-36)

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- Daily Reconciliation
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- Gun Safety
- Tool Safety
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- Driving Safety
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- Reporting Accidents
- Accident/Incident Investigation

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Ordering Procedures
Receiving Procedures
Storing Procedures
Tracking Inventory
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Financial Management (F-29)

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Inventory Controls
Asset Controls

Franchise Reporting Requirements (F-35)

Royalty Payment
Advertising Contributions
Financial Statements

Crisis Communication Guidelines

I. MARKETING AND PROMOTION (22 pages)

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Marketing Calendar

Promoting RBO in Your Area (G-4)

Use of Media (Traditional Media, Social Media)
Internal Marketing
External Marketing

Guidelines for Using RBO's Marks (G-9)

Logo and Signage Specifications (G-11)

Required Advertising Expenditures (G-13)

System-wide Advertising Contribution
Local Advertising Requirement
Grand Opening Advertising Requirement

Public Relations (G-14)

Media Requests
Media Interview

Community Involvement (G-16)

Fundraising Events

Obtaining Advertising Approval (G-18)

Appendix

Brand Identity Guide Appendix
Equipment and Inventory Appendix
Financial Statement Appendix
Firearms Appendix
Forms Appendix
Marketing Appendix
Retail Appendix
Technology Appendix
Training Appendix
Vendor Appendix

EXHIBIT G

LIST OF FRANCHISEES

There are no franchisees as of the issuance date.

EXHIBIT H

FRANCHISEES WHO LEFT THE SYSTEM OR HAVE NOT COMMUNICATED

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

The following franchisees left our system in our last fiscal year, or did not communicate with us within 10 weeks of the issuance date of this disclosure document:

None.

EXHIBIT I

FINANCIAL STATEMENTS

Audited Financial Statements

RBO AGENCY & ADVISORY, INC.

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

AS OF DECEMBER 31, 2024 AND FOR THE PERIOD FROM INCEPTION (NOVEMBER 22, 2024) TO DECEMBER 31, 2024

RBO AGENCY & ADVISORY, INC.

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Statement of cash flows 8

Notes to the financial statements 9

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Board of Directors
RBO Agency & Advisory, Inc.
Spearfish, SD

Opinion

We have audited the accompanying financial statements of RBO Agency & Advisory, Inc., which comprise the balance sheet as of December 31, 2024, and the related statements of operations, stockholders' equity, and cash flows for the period from inception (November 22, 2024) to December 31, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RBO Agency & Advisory, Inc. as of December 31, 2024, and the results of its operations and its cash flows for the period from inception (November 22, 2024) to December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

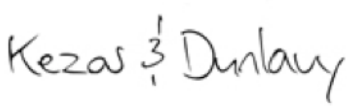
In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.



St. George, Utah
February 6, 2025

RBO AGENCY & ADVISORY, INC.

BALANCE SHEET

As of December 31, 2024

	2024
Assets	
Current assets	
Cash	$ 26,800
Total current assets	26,800
Total assets	$ 26,800
Liabilities and shareholders' equity	
Liabilities	$ -
Total liabilities	-
Shareholder's equity	
Common shares, no par value,	
20,000 authorized, 4,000 issued and outsanding as of December 31, 2024	26,800
Total shareholders' equity	26,800
Total liabilties and shareholders' equity	$ 26,800

The accompanying notes to the financial statements are integral part of these financial statements

RBO AGENCY & ADVISORY, INC.

STATEMENT OF OPERATIONS

For the period from inception (November 22, 2024) to December 31, 2024

	2024
Operating revenues	$ -
Operating expenses	-
Net income	$ -

The accompanying notes to the financial statements are integral part of these financial statements

RBO AGENCY & ADVISORY, INC.
STATEMENT OF SHAREHOLDER'S EQUITY
For the period from inception (November 22, 2024) to December 31, 2024

	Common Stock		
	Shares	**Amount**	**Total**
Balance at November 22, 2024	-	$ -	$ -
Issuance of common stock	4,000	26,800	26,800
Balance at December 31, 2024	4,000	$ 26,800	$ 26,800

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

RBO AGENCY & ADVISORY, INC.

STATEMENT OF CASH FLOWS

For the period from inception (November 22, 2024) to December 31, 2024

	2024
Net income	$ -
Cash flows from financing activities:	
Issuance of common stock	26,800
Cash flows provided by financing activities	26,800
Net change in cash and cash equivalents	26,800
Cash and cash equivalents at beginning of period	-
Cash and cash equivalents at end of period	$ 26,800
Cash paid for interest and taxes	$ -

The accompanying notes to the financial statements are integral part of these financial statements

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

RBO Agency & Advisory, Inc. ("the Company") was incorporated in South Dakota on November 22, 2024. The Company's administrative office is located in Spearfish, South Dakota.

The Company was established to grant franchisees the right to provide personalized hunting results, and a various activities under the name "Rolling Bones Outdoors". The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2024, the Company had cash and cash equivalents of $26,800.

(e) Income Taxes

The Company is structured as a C-Corporation under the laws of the state of South Dakota. The Company has adopted the liability method of accounting for income taxes ASC 740, Income Taxes. Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company adopted the provisions ASC 740-10-25, Accounting for Uncertainty in Income Taxes. This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. The Company did not make any adjustment to opening retained earnings as a result of the implementation.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax years ended December 31, 2024 for U.S. Federal Income Tax.

The Company's policy is to recognize interest and penalties related to income tax issues as components of income tax expense. The Company did not recognize or incur any accrual for interest and penalties relating to income taxes as of December 31, 2024.

(f) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Shareholders' Equity

The Company is authorized to issue three classes of stock with no par value. As of December 31, 2024, the Company has issued only 4,000 shares of Class A stock. No shares have been issued for Classes B or C.

(3) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(4) Subsequent Events

Management has reviewed and evaluated subsequent events through February 6, 2025, which is the date on which the financial statements were issued.

EXHIBIT J

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), dated _____, _____, is made by and between RBO AGENCY & ADVISORY, INC., a South Dakota corporation, with its principal office at **[address]** ("Franchisor"), and _____, located at _____ ("Recipient").

Recitals

On _____, 20___, Franchisor and _____ (**"Franchisee"**) entered into a Franchise Agreement to operate an outdoor expedition booking agency, coupled with hunting application management and a front-end retail store for hunting, fishing and outdoor gear (the "Franchised Business") at _____ _____ (**"Franchise Agreement"**). Recipient is either an owner of Franchisee (an **"Owner"**), or one of Franchisee's owners, shareholders, partners, members, officers, directors, managers, employees, or agents.

Under the Franchise Agreement, Franchisor has agreed to provide Confidential Information, as that term is defined in the Franchise Agreement and below, to Franchisee solely on the condition that Franchisee and the Owners of Franchise agree that Franchisee (if an individual), its Owners (if an entity), officers, directors, members, partners, managers, employees and agents who have access to such Confidential Information sign a Confidentiality Agreement. Recipient agrees that the Confidential Information is being disclosed to him or her under the terms and conditions of this Agreement.

The Franchise Agreement also requires each of Franchisee's shareholders, partners, members, officers, directors, managers, employees and agents to sign a covenant not to compete.

Terms and Conditions

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

1. All Confidential Information Recipent of Franchisee receives from Franchisor is confidential and proprietary information and trade secrets in which Franchisor has a proprietary interest. "Confidential Information" includes, by way of example, but not limitation, certain information relating to the operation of the Franchised Business including, without limitation, the standards, methods, procedures and specifications of the System, including the System Standards and the contents of the Operations Manual. Neither Franchisee, nor Recipient will acquire any interest in the Confidential Information learned by Franchisee or Recipient other than the right for Franchisee and Recipient to utilize the same in connection with ownership and/or operation of the its Franchised Business during term of the Franchise Agreement, including any renewal term or the term of any subsequent Franchise Agreement entered into between Franchisor and Franchisee, and the use or duplication of the Confidential Information in any other business or capacity will constitute an unfair method of competition with Franchisor, its affiliates, and Franchisor's other franchisees.

2. Franchisor is disclosing the Confidential Information to Recipient solely on the condition that Recipient agree, and Recipient hereby agrees, that any Confidential Information received from Franchisor (a) shall only be used by Recipient for purposes of performing the Franchise Agreement, (b) will not be used by Recipient in any other business, manner or capacity, (c) will have its absolute confidentiality maintained by Recipient both during and after the term of the Franchise Agreement, including any renewal term, (d) will not be copied by Recipient without written authorization, and (e) will not be disclosed by Recipient to any third party without the prior written consent of Franchisor. Recipient agrees to use reasonable care to prevent the disclosure of the Confidential Information to any third party, and further agrees to limit the dissemination of the Confidential Information within its own organization to individuals whose duties justify the need to know such Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential status of the Confidential Information and to restrict its use solely to the purposes specified herein. Each other person receiving the Confidential Information must also sign a copy of this Agreement.

3. No other right or license to use the Confidential Information is granted by this Agreement, and the amount of the Confidential Information to be disclosed to Recipient is completely within the discretion of Franchisor.

4. Any addition, modification, adaptation, improvement, refinement, discovery, invention or innovation of the System or any Proprietary Mark (collectively, a **"Business Improvement"**) made by Franchisee or its employees or Owners shall be the sole and exclusive property of Franchisor, regardless of Franchisee's, its employee's or the Owners' participation or sole participation in its development, and shall be deemed assigned to Franchisor. Upon Franchisor's request, Recipient shall, and shall cause his/her employees and all owners to execute any instruments and documents that Franchisor requests and shall assist Franchisor to perfect or protect all intellectual property rights in such Business Improvement. Recipient shall not be entitled to any compensation for the use or licensing of any Business Improvement.

5. Upon termination or expiration of the Franchise Agreement, or earlier if requested by Franchisor, Recipient will return all Confidential Information and the Manual (including any copies thereof that Franchisor may have permitted Recipient to make) to Franchisor.

6. Recipient shall be under no obligation under this Agreement with respect to any information (a) which is, at the time of the disclosure, available to the general public; (b) which becomes at a later date available to the general public through no fault of the Recipient and then only after said date; or (c) which Recipient can demonstrate was in its possession before receipt.

7. Recipient acknowledges and agrees that Franchisor will suffer irreparable injury not capable of precise measurement in monetary damages if Recipient discloses or misuses any Confidential Information. Accordingly, in the event of a breach of this Agreement by Recipient, Recipient consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted. Recipient agrees that the award of equitable remedies to Franchisor in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Franchisor.

8. Recipient hereby agrees to indemnify, hold harmless and, upon request, defend Franchisor and its affiliates, and their respective members, owners, shareholders, directors, officers, managers, employees and agents (the **"Indemnified Parties"**), from and against all suits, proceedings, assessments, losses, claims, demands or actions of any nature or kind whatsoever (**"Claims"**), directly or indirectly arising out of, or in any manner whatsoever associated or connected with the failure of Recipient to observe and perform his or her duties and obligations under this Agreement, and against any and all damages, costs, expenses and fees (including, without limitation, reasonable legal expenses and fees), losses, fines or penalties incurred by or on behalf of any of the Indemnified Parties in the investigation or defense of any and all Claims.

9. All terms not otherwise defined in this Agreement shall have the same meanings as the defined terms in the Franchise Agreement.

10. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of South Dakota, without giving effect to its conflicts of law principles.

11. This Agreement together with the Franchise Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the disclosure of Confidential Information to Recipient and Recipient's non-competition obligations and shall not be amended except under a written agreement executed by each of the parties hereto. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

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

Recipient:

_____

Print Name: _____

Position with Franchisee: _____

Franchisor:

RBO AGENCY & ADVISORY, INC.

By: _____

Name: _____

Its: _____

EXHIBIT K

GENERAL RELEASE

[If only the Franchisee is signing the Release, the language in bold and brackets referring to the Owner(s) should be deleted. If both Franchisee and its Owner(s) are signing the Release, the above referenced language should be left in the release, but should be taken out of the brackets and the bold type should be replaced by normal type.]

GENERAL RELEASE

This GENERAL RELEASE ("Release") is made this _____ day of _____, ____, by **[Name of franchisee]** ("Franchisee"), **[and [Name of owner(s)**, **("Owner(s)")]**, with reference to the following facts:

The undersigned Franchisee is a signatory to that certain Franchise Agreement dated _____, ____ ("Franchise Agreement") by and between RBO AGENCY & ADVISORY, INC. ("Franchisor") and Franchisee granting Franchisee the right to use the Franchisor's System and trademarks to operate the Franchised Business at a specific location.

[The undersigned Owner is an owner of the Franchisee.]

Franchisee **[and Owner each]** agrees that all capitalized terms in this Release shall have the meaning that is ascribed to them in the Franchise Agreement. This Release is being executed by the Franchisee **[and the Owner]** pursuant to the requirements of the Franchise Agreement. Franchisee **[and Owner each]** understands and agrees that execution of this Release is a condition of Franchisee's rights under the Franchise Agreement **[to renew the Franchise Agreement] [to transfer the Franchise Agreement]** and that Franchisee's **[or Owner's]** failure or refusal to execute this Release would result in Franchisee's breach of the Franchise Agreement. In consideration of the rights granted by the Franchise Agreement, Franchisee **[and Owner each]** executes this Release for the benefit of Franchisor.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, FRANCHISEE **[AND OWNER EACH]** AGREES AS FOLLOWS:

1. General Release. Franchisee **[and Owner each]** hereby releases and forever discharges Franchisor and its members, managers, officers, directors, owners, principals, managers, employees, affiliates, successors and assigns (collectively the "Released Parties"), from any and all claims, demands, obligations, liabilities, actions, causes of action, suits, proceedings, controversies, disputes, agreements, promises, allegations, costs and expenses, at law or in equity, of every nature, character or description whatsoever, whether known or unknown, suspected or unsuspected or anticipated or unanticipated, which Franchisee **[or Owner]** ever had, now has, or may, shall or can hereafter have or acquire (collectively referred to as "Claims"). This Release includes, but is not limited to, all Claims arising out of, concerning, pertaining to or connected with the Franchise Agreement, any other agreement, tort, statutory violation, representation, nondisclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Release, so that after the date of this Release, **[neither]** Franchisee **[nor Owner]** shall have any Claim of any kind or nature whatsoever against the Released Parties, directly or indirectly, or by reason of any matter, cause, action, transaction or thing whatsoever done, said or omitted to have been done or said at any time prior to the date of this Release.

2. Waiver of Rights. This Release is intended by Franchisee [and Owner] **to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all Claims of any nature, whether or not known, expected or anticipated to exist in favor of Franchisee** [or Owner] **against the Released Parties regardless of whether any unknown, unsuspected or unanticipated Claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee** [and Owner each]**, for itself, himself or herself, hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Franchisee** [or Owner, as the case may be] **would be entitled, now or at any time hereafter under the statutory or common law of the state where the Franchised Business is located, whether now or hereinafter existing under the laws of the state where the Franchised Business is located, or any other applicable federal and state law with jurisdiction over the parties relationship.**

[ALTERNATE PROVISION FOR CALIFORNIA FRANCHISEES ONLY]

3. Waiver of Civil Code Section 1542. This Release is intended by Franchisee **[and Owner]** to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all Claims of any nature, whether or not known, expected or anticipated to exist in favor of Franchisee **[and Owner]** against the Released Parties regardless of whether any unknown, unsuspected or unanticipated Claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee **[and Owner each]** hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Franchisee **[or Owner, as the case may be]** would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws of California, or any other applicable federal and state law with jurisdiction over the parties' relationship. Franchisee **[and Owner each]** acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

In making this voluntary express waiver, Franchisee **[and Owner each]** acknowledges that Claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is the intention of Franchisee **[and Owner, respectively]** to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered Claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. Franchisee **[and Owner each]** acknowledges and agrees that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

4. Release Not Admission. Franchisee **[and Owner each]** understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any Claims made by or against Franchisor.

5. Authority of Parties. Each person executing this Release on behalf of a party hereto warrants and represents that he or she is duly authorized to execute this Release on behalf of such party.

6. No Prior Assignments. Franchisee **[and Owner each]** represents and warrants that Franchisee **[and Owner]** has not previously assigned or transferred, or attempted to assign or transfer, to any third party any of the Claims which are the subject of this Release, all of such Claims being released.

7. Incorporation by Reference. The parties hereby incorporate the recitals of this Release as part of the substantive provisions of this Agreement.

8. Controlling Law. This Release shall be governed, construed and interpreted in accordance with the substantive laws of the state where the Franchised Business is located.

IN WITNESS WHEREOF, Franchisee **[and Owner each]** has executed this Release on the date first shown above.

Franchisee:	**[Owner:**
_____	_____
	(Signature)
By: _____	_____
	(Print Name)]
Name: _____	
Its: _____	

EXHIBIT L

RADS SOFTWARE AND SERVICES LICENSE AGREEMENT

SOFTWARE AND SERVICES LICENSE AGREEMENT
Rolling Bones Access Data Suites LLC

This Software and Services License Agreement (this "**Agreement**") is effective as of the date of last signature (the "**Effective Date**"), by and between Rolling Bones Access Data Suites LLC, a South Dakota limited liability company d/b/a Outdoor Software Systems LLC ("**OSS**") and the undersigned ("**Licensee**") (OSS and Licensee sometimes hereinafter referred to as the "**Party**" and collectively the "**Parties**").

RECITALS

A. OSS and its Affiliates (as defined in **Section 1.2** below) have developed a proprietary product(s) used to sell memberships, adventures, and gear to clients and customers of OSS's Affiliates, businesses authorized to do business under the name "Rolling Bones Outdoors" pursuant to a Franchise Agreement (as defined in **Section 1.11** below) and other Persons (as defined in **Section 1.17** below) as well as to promote specials and deals, and to track sales in machine-readable, object code form;

B. OSS is the owner of such product(s) and, aside for rights thereto licensed by OSS to other Persons, is the sole owner of all right, title and interest in and to such product(s);

C. OSS desires to license such product(s) to Licensee and to provide certain associated services to Licensee; and

D. Licensee desires to license such product(s) and have OSS, its Affiliates and OSS-authorized third-party vendors perform such services;

NOW THEREFORE, in consideration of the above recitals, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties hereby to the following:

ARTICLE 1: DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

1.1 "**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use Hosted Services.

1.2 "**Affiliate**" means, with respect to either Party, any other Person(s), who or which, directly or indirectly, Controls, is Controlled by, or is under common Control with such specified Person or Persons, including without limitation any shareholder, partner, officer, director, manager, agent or executive or key employee of such specified Person or specified Person(s) and or any family member of such specified Person or specified Person(s)

1.3 "**Agreement**" means this Software and Services License Agreement dated Effective Date and all attachments and Schedules hereto.

1.4 "**Authorized Purpose**" means, exclusively, in connection with Licensee's business pursuant to the Franchise Agreement.

1.5 "**Authorized User**" means each of the individuals hired or contracted by Licensee to solicit customers to book travel through Licensee's business and purchase other goods and services from Licensee's business.

1.6 "**Change of Control**" shall be deemed to occur: (a) upon the consummation of a transaction, whether in a single transaction or in a series of related transactions, pursuant to which a Person, or group of Persons, acquire assets constituting all or substantially all of the assets of Licensee (whether by merger, consolidation, reorganization, securities purchase, redemption, transfer or issuance of capital stock or otherwise); or (b) if a Person or group of Persons (other than one or more of Licensee's beneficial owners as of the Effective Date and/or their Affiliates) becomes the beneficial owner (whether by merger, consolidation, reorganization, redemption, transfer or issuance of capital stock or otherwise) of securities of Licensee (or any surviving or resulting corporation) representing fifty percent (**50.0%**) or more of the voting equity securities (assuming the conversion, exercise or exchange of all options, warrants, convertible securities, or other derivative securities that are then in-the- money) of Licensee (or such surviving or resulting corporation).

1.7 "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that OSS or its Affiliates consider confidential or proprietary, including information consisting of or relating to OSS or its Affiliates' technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which OSS has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, all Software, Documentation and Services and OSS Materials are the Confidential Information of OSS.

1.8 "**Control**" means the power to direct the management and policies of a party, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

1.9 "**Documentation**" means the documentation for the Software and Services, including but not limited to any manuals, instructions or other documents or materials that OSS or its Affiliates provides or makes available to Licensee in any form or medium and which describe the functionality, components, features or requirements of the Software or Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.10 "**Error**" means a material and continuing failure of the Hosted Services to function in the context of the Authorized Purpose.

1.11 "**Franchise Agreement**" means that certain Franchise Agreement by and between Licensee and RBO Agency & Advisory Inc., a South Dakota corporation.

1.12 "**Force Majeure Event**" means circumstances beyond either Party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

1.13 "**Hosted Services**" means the Software, Documentation, Services and all tools, features, configurations and applications thereof.

1.14 "**Intellectual Property Rights**" means any and all rights in, to or associated with any patent, copyright, author's right, trademark, trade name, graphic design and design element, order of operations, algorithm, data structure, organizational feature, know-how and trade secret, and all similar or equivalent rights or forms of protection, in any part of the world, regardless of whether such rights are registered, applied for, granted or existing by way of common law, now or hereafter in existence.

1.15 "**Law**" means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, regulatory agency or arbitrator, mediator, court or tribunal of competent jurisdiction.

1.16 "**Licensee Systems**" means Licensee's information technology infrastructure, including laptops, computers, tablets, phones, mobile devices, facsimile machines, printers, payment card readers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Licensee or through the use of third-party services.

1.17 "**Person**" means any natural person, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.18 "**Privacy Policy**" means OSS's and its Affiliates' data privacy policies, as posted on www.rollingbones.com, as may be amended by OSS or its Affiliates from time to time.

1.19 "**Services**" means any services provided by OSS, its Affiliate(s) or its contractors to Licensee in connection with this Agreement, including software as a service (SaaS), installation, configuration, integration, customization training, and/or technical support, as specified **Schedule 1: Software and Services**, attached hereto and incorporated herein by this reference.

1.20 "**Software**" means the proprietary software system developed and owned by OSS used to sell memberships, adventures, and gear to clients, to promote specials and deals, and to track sales in machine-readable, object code form, and any computer programs delivered to Licensee in machine-readable, object code form and any updates thereto, or provided by OSS or its Affiliates in connection with any Services hereunder.

1.21 "**Support**" means troubleshooting and maintenance of the Hosted Services in the regular course of OSS's business.

1.22 "**Term**" means the period commencing on the Effective Date and ending on the earlier of: (a) the termination of this Agreement; or (b) the termination of the Franchise Agreement.

1.23 "**Terms of Use**" means OSS's and its Affiliates' terms of use, as posted on www.rollingbones.com, as may be amended by OSS or its Affiliates from time to time.

1.24 "**Update**" means all new releases, new versions, updates, revisions, fixes, patches or other alterations of the Software, including those which are designed to improve the operation or functionality of

the Software, intended to correct an error in the Software or required to correct a breach of warranty or other breach of this Agreement. Updates shall be designated by a version number with a higher number to the right of the decimal point (e.g., version 1.4 is an Update to version 1.2).

ARTICLE 2: LICENSED SOFTWARE

2.1 License Grant. OSS grants, and Licensee accepts, a subscription, worldwide, non-transferable and non-exclusive license to install, store and use the Software and Documentation, including the merging or interfacing of Software with other programs, subject to all the terms and conditions of this Agreement, **Schedule 1: Software and Services** and **Schedule 2: Fees and Expenses**, attached hereto and incorporated herein by this reference. The Software is licensed for use solely for the Authorized Purpose. No rights to sublicense or market the Software or Documentation are granted. All rights not specifically granted to Licensee by this Agreement shall remain in OSS.

2.2 Ownership of Software and Documentation. The Software and Documentation and all applicable Intellectual Property Rights therein are, and shall remain at all times, the exclusive property of OSS. Nothing herein shall be construed or interpreted as a grant of any title or other ownership rights in or to the Software or Documentation or the Intellectual Property Rights therein. Licensee, its Affiliates and Authorized User's rights in and to the Software and Documentation are limited to the license granted in **Section 2.1** above. Except as set forth herein, as permitted by applicable copyright law, or as may be permitted in writing by OSS, neither Licensee, its Affiliates nor any Authorized User shall reverse engineer, decompile or disassemble the Software or any portion thereof, or otherwise attempt to create or derive the source code (or the underlying ideas, algorithms, graphic designs, order of operations, or any other structures or organization) of the Software.

2.3 Confidential Information. In connection with this Agreement, OSS may disclose or make available Confidential Information to Licensee.

2.3.1 Exclusions. Confidential Information does not include information that Licensee can demonstrate by written or other documentary records: (a) was lawfully known to Licensee without restriction on use or disclosure prior to such information's being disclosed or made available to the Licensee in connection with this Agreement; (b) was or becomes generally known by the public other than by Licensee or any of its Affiliates' noncompliance with this Agreement; (c) was or is received by Licensee on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) Licensee can demonstrate by written or other documentary records was or is independently developed by Licensee without reference to or use of any Confidential Information.

2.3.2 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, Licensee shall:

2.3.2.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

2.3.2.2 except as may be permitted by and subject to its compliance with **Sub-Section 2.3.3** below, not reveal, disclose or permit access to Confidential Information other than to its Authorized Users who: (a) need to know such Confidential Information for purposes of Licensee's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information; and (c) are bound by confidentiality and restricted use obligations in substantially similar effect as the terms set forth in this **Section 2.3**;

2.3.2.3 safeguard and protect the Confidential Information from theft, piracy or unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

2.3.2.4 ensure its Authorized Users' compliance with, and be responsible and liable for any of its Authorized Users' non-compliance with, the terms of this **Section 2.3**; and

2.3.2.5 notify OSS upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with OSS to help OSS regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

2.3.3 Compelled Disclosures. If Licensee or any of its Affiliates is compelled by Law to disclose any Confidential Information then, to the extent permitted by Law, Licensee shall: (a) promptly, and prior to such disclosure, notify OSS in writing of such requirement so that OSS can seek a protective order or other remedy or waive its rights under this **Section 2.3**; and (b) provide reasonable assistance to OSS in opposing such disclosure or seeking a protective order or other limitations on disclosure. If OSS waives compliance or, after providing the notice and assistance required under this **Sub-Section 2.3.3**, Licensee remains required by Law to disclose any Confidential Information, Licensee shall disclose only that portion of the Confidential Information that Licensee is legally required to disclose and, on OSS's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. Notwithstanding the foregoing, the restrictions and requirements herein shall not apply to, and Licensee may disclose and retain copies of, Confidential Information in connection with Licensee's compliance with legal, financial or regulatory filings, audits or examinations or as otherwise required by Law.

2.4 Import and Export Requirements. Any obligation of OSS to provide Software or Documentation under this Agreement are subject in all respects to all United States and Canadian laws and regulations governing the removal, transmission, export and use of same outside of the United States and Canada. Licensee shall not remove, transmit or export, directly or indirectly, any Software, Documentation or related information from the United States or Canada, or any other jurisdiction, without being in full compliance with

all governing laws and regulations, including without first obtaining all required licenses and approvals from the appropriate government agencies.

ARTICLE 3: SERVICES; DOWNTIME

3.1 Training. OSS or an OSS Affiliate shall assist Licensee in learning to use the Software pursuant to the Franchise Agreement.

3.2 Installation and Support. OSS or an OSS Affiliate shall install or assist Licensee with installation of the Software and provide ongoing Support as set forth in **Schedule 1: Software and Services**.

3.2.1 New Releases and Updates. OSS shall furnish Licensee with all new releases and Updates to the Software and Documentation for the duration of the Term, which Updates shall be subject to this Agreement. Licensee shall at its own expense obtain any equipment and sublicensed software required to run new releases.

3.2.2 Errors. In the event of an Error, Licensee shall immediately notify OSS. Upon notification, OSS will use commercially reasonable efforts to restore the Hosted Services to its regularly operable status.

3.3 Additional Services. If after installation of the Software installation pursuant to **Section 3.2** above, additional services beyond the normal scope of Support are required by Licensee, OSS may charge Licensee for any such additional services at OSS's then-current rates, or as otherwise negotiated between Licensee and OSS.

3.4 Service Levels. OSS will use commercially reasonable efforts to make the features and functions of the Software consistently available for access and use by Licensee and its Authorized Users during the Term excluding unavailability due, in whole or in part, to any: (a) act or omission by Licensee or any Authorized User, access to or use of the Software or Services by Licensee or any Authorized User that does not strictly comply with this Agreement; (b) Licensee's failure to comply with the terms of this Agreement or the Franchise Agreement; (c) Licensee's or its Authorized User's internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by OSS pursuant to this Agreement; or (f) Scheduled Downtime.

3.5 Scheduled Downtime. OSS will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Software between the hours of 12:00 a.m. and 6:00 a.m., Mountain Standard Time; and (b) give Licensee at least twenty-four (**24**) hours prior notice of all scheduled outages ("**Scheduled Downtime**").

ARTICLE 4: FEES; PAYMENTS

4.1 Fees. Licensee shall pay OSS the fees set forth on **Schedule 2: Fees and Expenses** ("**Fees**") pursuant to this **ARTICLE 4**.

4.1.1 **Fee Increases.** OSS may increase Fees by providing written notice to Licensee at least thirty (**30**) days prior to the effective date of the Fee increase, and the Fees will be deemed amended accordingly without further notice or consent.

4.2 **Taxes.** All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes levied or imposed on OSS's income.

4.3 **Payment.** All Fees will be charged automatically on the fifth (**5th**) day of the month, or if such day falls on a weekend or holiday, the following business day, or as otherwise set forth on **Schedule 2: Fees and Expenses**, via ACH funds transfer, as authorized by Licensee in **Schedule 3: Authorization for Direct Payment Via ACH**, attached hereto and incorporated herein by this reference. Licensee consents to OSS retaining and using Licensee's payment information for future payments and invoices and as provided in this Agreement. Licensee agrees and acknowledges that OSS, its Affiliates and its third-party vendors may retain and use Licensee's payment information to facilitate the payments provided for in this Agreement. Licensee agrees to promptly provide OSS with written notice of any update of or changes to your payment information. All payments shall be in U.S. dollars in immediately available funds.

4.4 **Late Payment.** If Licensee fails to make any payment in full when due, whether due to insufficient funds in Licensee's account set forth in **Schedule 3: Authorization for Direct Payment Via ACH** or otherwise, then, in addition to all other remedies that may be available:

4.4.1 OSS may charge interest on the past due amount at the rate of one and one half percent (**1.5%**) per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under Law; such interest may accrue after as well as before any judgment relating to collection of the amount due;

4.4.2 Licensee shall reimburse OSS for all costs incurred by OSS in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

4.4.3 if such failure continues for ten (**10**) days following written notice thereof, OSS may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other Person by reason of such suspension;

4.4.4 provided that cumulative late payments are subject to the overall limits set forth in **Schedule 2: Fees and Expenses**. A default under this Agreement by Licensee shall constitute a default by Licensee or its Affiliates under all other agreements any of them have then in effect with OSS or its Affiliates, including but not limited to the Franchise Agreement.

4.5 **No Deductions or Setoffs.** All amounts payable to OSS under this Agreement shall be paid by Licensee to OSS in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by Law).

ARTICLE 5: DATA; PRIVACY

5.1 Other Policies. This Agreement incorporates, by this reference, the Privacy Policy and the Terms of Use.

5.2 Data Backup. OSS will use commercially reasonable efforts to maintain regular data backups of Licensee's data; provided however, that OSS has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of Licensee's data.

5.3 Prohibited Data. The Software is not designed with security and access management for processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (b) articles, services and related technical data designated as defense articles or defense services; (c) ITAR (International Traffic in Arms Regulations) related data; or (d) protected health information (each of the foregoing, "**Prohibited Data**"). Licensee shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or process any Prohibited Data through the Software. Licensee is solely responsible for reviewing all Licensee Data and shall ensure that no Licensee Data constitutes or contains any Prohibited Data.

5.4 Licensee Control and Responsibility. Licensee has and will retain sole responsibility for: (a) all of Licensee's data, including its content and use, except as set forth in the Privacy Policy; (b) all information, instructions and materials provided by or on behalf of Licensee or any Authorized User in connection with the Software or Authorized Purpose; (c) the security and use of Licensee's and its Authorized Users' Access Credentials; and (e) all access to and use of the Software directly or indirectly by or through the Licensee Systems or its or its Authorized Users' Access Credentials, with or without Licensee's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

5.5 Access and Security. Licensee shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Confidential Information; and (b) control the content and use of Licensee's data, including the uploading or other provision of such data.

ARTICLE 6: EXPIRATION; TERMINATION

6.1 Expiration. This Agreement, the Term and the license granted hereunder shall expire immediately and without further action of the Parties upon the expiration or termination of the Franchise Agreement; provided, however, that this Agreement shall expire if Licensee is granted and exercises successor franchise rights pursuant to the Franchise Agreement.

6.2 Termination. The Parties shall have the right, at their own discretion, to terminate this Agreement, which termination shall be effective immediately upon written notice from the terminating Party to the other, pursuant to the following:

> **6.2.1 OSS Right to Terminate.** OSS may terminate this Agreement if Licensee: (a) fails to pay any amount when due hereunder, and such failure continues more than thirty (**30**) days after OSS delivers to Licensee written notice thereof; (b) breaches any of its obligations

pursuant to the Franchise Agreement; or (c) breaches any of its obligations under **ARTICLE 2** above or **Section 5.3** above as determined by OSS in its sole discretion.

6.2.2 Material Breach. Either Party may terminate this Agreement if the other Party materially breaches the terms of this Agreement, and such breach: (a) is incapable of cure within five (**5**) business days after the non-breaching Party provides the breaching Party with written notice of such material breach; or (b) being capable of cure, remains uncured thirty (**30**) days after the non-breaching Party provides the breaching Party with written notice of such material breach;

6.2.3 Insolvency. Either Party may terminate this Agreement if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.2.4 Force Majeure. Neither Party shall be liable for delay in performance under this Agreement or for failure to give notice of such delay when the delay is due to Force Majeure. However, if the period of delayed performance exceeds thirty (**30**) days from a date agreed upon by the Parties, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

6.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement (including **Section 6.4** below):

6.3.1 all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;

6.3.2 Licensee shall promptly cease all use of any Hosted Services and (a) promptly return to OSS, all Documentation and other tangible materials containing, reflecting, incorporating or based on OSS's Confidential Information; (b) permanently erase all Hosted Services, Documentation and OSS Confidential Information from all Licensee Systems; and (c) within thirty (**30**) days from the effective date of the termination, certify in writing that all copies of the Software and Documentation have been returned, deleted and destroyed;

6.3.3 OSS may immediately disable all Licensee and Authorized User access to Hosted Services;

6.3.4 if Licensee terminates this Agreement pursuant to **Sub-Sections 6.2.2** or **6.2.4** above (a) any previously accrued, but not yet paid, Fees, including any interest accrued thereon, shall become immediately due and payable; (b) Licensee will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination; and (c) OSS will refund to Licensee any Fees paid in advance for Services that OSS has not performed as of the effective date of termination, on a pro rata basis; and

6.3.5 if OSS terminates this Agreement pursuant to **Sub-Sections 6.2.1**, **6.2.2** or **6.2.4** above, all Fees paid by Licensee in advance for Services not yet rendered shall be non-refundable and any previously accrued, but not yet paid, Fees, including any interest accrued thereon, shall become immediately due and payable.

6.4 Survival. The provisions set forth in **Section 2.2**, **Section 2.3**, **Section 5.3**, **Section 6.3**, **ARTICLE 7**, **ARTICLE 8**, and **ARTICLE 9** will survive any expiration or termination of this Agreement.

ARTICLE 7: WARRANTIES; LIMITATION OF LIABILITY

7.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

7.1.1 it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

7.1.2 it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

7.1.3 the execution of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party;

7.1.4 its signatory to this Agreement is authorized to execute this Agreement on such Party's behalf; and

7.1.5 this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2 Additional OSS Representations, Warranties and Covenants. OSS represents, warrants and covenants to Licensee that OSS, its Affiliates or third-party vendors will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Upon notification to OSS of any Errors, OSS's sole liability, and Licensee's sole remedy, will be OSS's use of reasonable efforts during its normal business hours and at no cost to Licensee to correct such Errors that are verifiable and reproducible by OSS, excluding any Errors caused by uses of the Hosted Services not in accordance with the Authorized Purpose or the terms of this Agreement. Alternatively, in OSS's sole discretion, OSS may refund the portion of the prepaid Fees applicable to the portion of the Software that is defective.

7.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR OSS'S EXPRESS WARRANTIES SET FORTH IN **SECTIONS 7.1** AND **7.2** ABOVE, ALL HOSTED SERVICES ARE PROVIDED "AS IS" AND OSS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND OSS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, OSS MAKES NO WARRANTY OF ANY KIND THAT THE HOSTED SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY LICENSEE SYSTEM OR OTHER THIRD-PARTY SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

7.4 Limitation of Liability.

7.4.1 Exclusion of Damages. Neither OSS, its Affiliates, nor their managers, directors, officers, shareholders, members, employees, agents or contractors shall be liable under or in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, breach of warranty, misrepresentations or otherwise, for any: (a) loss of production, use, business, revenue or profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the Hosted Services, (c) loss, damage, corruption or recovery of data, or breach of data or system security, or (d) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Both Parties understand and agree that the remedies and limitations herein allocate the risks of product and service nonconformity between the Parties as authorized by Law. The Fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Agreement.

7.4.2 Cap on Monetary Liability. In any event, the collective aggregate liability of OSS under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, breach of warranty, misrepresentations or otherwise, shall be limited to the amount paid to OSS by Licensee under this Agreement. the foregoing limitation applies notwithstanding the failure of any agreed or other remedy of its essential purpose.

ARTICLE 8: DISPUTE RESOLUTION

8.1 Alternate Dispute Resolution. In the event any other dispute arises between the Parties related to this Agreement, and before any legal or mitigation or arbitration proceeding is commenced, the Parties agree that the following steps shall be undertaken to address such dispute:

8.1.1 Notification of Dispute and Discussion. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or validity, the Parties agree to first attempt to resolve the matter amicably through direct negotiation and good-faith discussions. The complaining Party shall give prompt written notice to the other Party of the problem or dispute. The receiving Party shall use its commercially reasonable efforts to contact the complaining Party

at the complaining Party's offices, via telephone, within ten (**10**) business days to discuss the resolution of the matter in dispute.

8.1.2 Non-Binding Mediation. If the dispute cannot be resolved pursuant to **Sub-Section 8.1.1** above, the Parties shall attempt to resolve the disputed matter(s) in by non-binding mediation administered by JAMS in accordance with its commercial mediation procedures in force at the time the parties request mediation. The mediation is to be held before a single mediator selected from the JAMS panel of neutrals who is mutually agreeable to the Parties or, if the Parties are not able to reach agreement, before a single meditator from the JAMS panel of neutrals with the greatest amount of experience mediating software licensing agreements. The location of the mediation proceedings shall be in Rapid City, South Dakota or held remotely upon agreement by the Parties. The Parties shall use their commercially reasonable efforts to schedule and conduct such mediation within thirty (**30**) days following the date on which either Party first sends a demand for mediation pursuant to this **Sub-Section 8.1.2**. The Parties shall equally share the costs and expenses of the mediator, and each shall pay their respective share as of the due date of such expense or cost.

8.1.3 Arbitration. If a disputed matter cannot be resolved pursuant to **Sub-Section 8.1.2** above, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules and Procedures in force at the time the demand is filed. The arbitration is to be held before a single arbitrator mutually agreeable to the Parties or, if the Parties are not able to reach agreement, before a single arbitrator who is either (a) a retired judge from the state courts of the State of South Dakota; or (b) an attorney licensed to practice in any state of the United States with no relationship to any Party to this Agreement, and not less than ten (**10**) years of active practice experience in intellectual property matters. The location of the arbitration proceedings and hearing shall be in Rapid City, South Dakota. The arbitrator will be directed to determine whether a breach of or default under this Agreement has occurred and, if so, the amount of damages, if any, caused by the claimed breach or default ("**Damage Determination**") and/or is other relief is to be accorded. The judgment when rendered by the arbitrator shall be final and such judgment may be entered upon it in accordance with the federal arbitration act in any court that has competent jurisdiction. The defaulting or breaching party, if any, will pay the Damage Determination, if any, within thirty (**30**) days of the award of the arbitrator. A Damage Determination will bear interest at a rate of five percent (**5.0%**) from the date of the arbitrator's determination until it is paid. The Parties shall equally share the costs and expenses of the arbitrator, and each shall pay their respective share as of the due date of such expense or cost, unless otherwise determined by the arbitrator pursuant to this Agreement.

8.2 Equitable Relief. Notwithstanding anything in **Section 8.1** above to the contrary, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under **Section 2.3** above or, in the case of Licensee, **Section 2.1**, **Section 2.2**, **Section 2.4**, or **Section 7.1**, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be

available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity or otherwise.

ARTICLE 8: MISCELLANEOUS

9.1 Amendment and Modification; Waiver. Except as set forth herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given when: (a) delivered by hand; (b) the next business day after the date sent to the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next business day if sent after normal business hours of the recipient; or (d) on the third (**3rd**) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Member at the Member's respective mailing address (or at such other address for a Member as shall be specified in a notice given in accordance with this paragraph) as follows:

If to OSS:

Rolling Bones Access Data Suites LLC
810 N. Main Street
Spearfish, SD 57783
Attn: Lynley Mehmen
Email: lynley@rbohome.com

With a copy (but not notice) to:

Pan American Legal Services, LLC
4100 East Mississippi Avenue
Ste. 725
Denver, CO 80246
Attn: Lawrence E. Castle, Esq.
Email: lcastle@panamlegal.com
Phone: 720.613.1361

If to Licensee:

_____
_____
_____
_____
Attn: _____
Email: _____

With a copy (but not notice) to:

_____

_____
_____
_____
Attn: _____
Email: _____

9.3 **Interpretation.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Further, the headings used in this agreement are for convenience only and are not intended to be used as an aid to interpretation.

9.4 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

9.5 **Assignment.** Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without OSS's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 9.5** is void. Subject to this **Section 9.5** this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. OSS may assign its rights and obligations hereunder to any OSS Affiliate ("**OSS Assignee**") in OSS's sole discretion at any time without Licensee's consent and any OSS Assignee may subsequently make any number of assignments of its rights and obligations hereunder to any OSS Assignee Affiliate (each a "**Subsequent Assignee**") in such OSS Assignee's sole discretion without Licensee's consent.

9.6 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and, subject to **Section 9.5** above, any OSS Assignee and Subsequent Assignee and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.7 **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of South Dakota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any action arising out of or related to this Agreement, the licenses granted hereunder or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of South Dakota, in each case located in Lawrence County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action. In the event of any action arising out of or related to this Agreement, the licenses granted hereunder or the transactions contemplated hereby, the prevailing party thereto shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees and all other costs and expenses incurred in connection therewith; provided that any obligation by OSS hereunder remains subject to **Section 7.4.2** above.

9.8 **Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any action arising out of or relating to this Agreement, the licenses granted hereunder or the transactions contemplated hereby.

9.9 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.10 **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and merges all prior and contemporaneous proposals, understandings, agreements, representations and warranties, both written and oral, between the Parties relating to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last execution below.

LICENSEE

_____
_____

_____ Date: _____
By: _____
_____
Title

OSS
Rolling Bones Access Data Suites LLC,
a South Dakota limited liability company

_____ Date: _____
By: Brian Mehmen, *President & CEO*

The following Services will be provided under this Agreement (as marked below), subject to Licensee's payment of the applicable fees and expenses listed in **Schedule 2: Fees and Expenses**:

Licensee Setup

- Installation and functional configuration of the Software, according to the software and services specifications.
- Integration of QuickBooks, Mailchimp, and other necessary programs.

Licensee Basic Access and Service

- Continued access to and use of the Software by Licensee for the duration of the Term.
- Integration of updates, additions and modifications to the Software.
- Troubleshooting and Support.

Authorized User Licensing and Service

- Continued access to and use of the Software by each Authorized User for the duration of the Term.
- Assessed per Authorized User

Each of the Services may be updated or modified from time to time, and tools and features may be added or removed, as determined in OSS's sole discretion.

The following fees and expenses shall apply to the Services to be provided by OSS and/or its Affiliates to Licensee, as applicable as set forth on **Schedule 1: Software and Services**:

SERVICE	FEE
Licensee Initial Setup	$1,995.00
Licensee Basic Access and Service	$500.00 per month
Authorized User Licensing and Service	$25.00 per person per month

1. Licensee Initial Setup Fee assessed one time upon provision of the Licensee Setup Service.

2. Licensee Basic Access and Service Fee assessed automatically, on a monthly basis.

3. Authorized User Licensing and Service Fee is charged per Authorized User and is assessed automatically on a monthly basis in addition to the Licensee Basic Access and Service.

4. Materials and services provided by parties other than OSS or its Affiliates will be billed at cost.

5. Any Fee may be waived by OSS at any time and from time to time, in OSS's sole and absolute discretion. Any such waiver may be revoked by OSS at any time and from time to time in OSS's sole and absolute discretion.

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment.

I, _____, Authorized Signatory for Licensee, authorize Rolling Bones Access Data Suites LLC, a South Dakota limited liability company d/b/a Outdoor Software Systems LLC ("**OSS**") to electronically debit Licensee's account and, if necessary, electronically credit Licensee's account to correct erroneous debits as follows:

Select One:

- ☐ Checking Account
- ☐ Savings Account

at the depository financial institution named below ("**Depository**"). Licensee agrees that ACH transactions authorized by this Agreement comply with all Law.

Depository Name: _____
Routing Number: _____
Account Number: _____

Debits shall occur on the fifth (**5th**) day of each month or, if such day falls on a weekend or holiday, the following Business Day for the duration of the Term. Debit amounts are subject to **Schedule 2: Fees and Expenses**.

Licensee understands that this authorization will remain in full force and effect until the earlier of (a) the termination or expiration of the Agreement; or (b) Licensee notifies OSS that Licensee wishes to revoke this authorization or change the information provided herein. Licensee understands that OSS requires at least ten (**10**) Business Days prior notice in order to cancel this authorization or change the information provided herein.

Dated: _____

LICENSEE

_____
_____

_____
By: _____
_____
Title

EXHIBIT M

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:

California	Not registered
Hawaii	Not registered
Illinois	Not registered
Indiana	Not registered
Maryland	Not registered
Michigan	February 11, 2025
Minnesota	Not registered
New York	Not registered
North Dakota	Pending
Rhode Island	Not registered
South Dakota	Pending
Virginia	Not registered
Washington	Not registered
Wisconsin	February 10, 2025

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

EXHIBIT N

RECEIPT PAGES

RECEIPT

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 RBO Agency & Advisory, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If RBO Agency & Advisory, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is RBO Agency & Advisory, Inc., located at 2735 1st Avenue, Suite 109, Spearfish, SD. 57783. Its telephone number is 1-605-644-8000

The franchise seller is _____, located at _____. His/her telephone number is _____.

The issuance date is February 7, 2025. The state effective dates are on an exhibit preceding this Receipt.

RBO Agency & Advisory, Inc. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a disclosure document dated February 7, 2025 that included the following Exhibits

A. List of State Administrators
B. Agents for Service of Process
C. State Addenda to FDD
D. Franchise Agreement, including Owner's Guaranty
E. State Specific Amendments to Franchise Agreement
F. Table of Contents of Operations Manual
G. List of Franchisees
H. Franchisees Who Left System or Have Not Communicated
I. Financial Statements
J. Confidentiality Agreement
K. General Release
L. RADS Software and Services License Agreement
M. State Effective Dates

Date: _____

_____
Prospective Franchisee Signature
Print Name: _____
Address: _____

_____
Individually and as _____
of _____

(Your Copy. Sign, date and retain.)

RECEIPT

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G. List of Franchisees
H. Franchisees Who Left System or Have Not Communicated
I. Financial Statements
J. Confidentiality Agreement
K. General Release
L. RADS Software and Services License Agreement
M. State Effective Dates

Date: _____

_____
Prospective Franchisee Signature
Print Name: _____
Address: _____

_____
Individually and as _____
of _____

(Sign, Date and Return to Us)